UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2008

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM __________ TO __________

Commission File Number 001-33169

Wireless Ronin Technologies, Inc.

(Exact name of registrant as specified in its charter)

Minnesota	**41-1967918**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

5929 Baker Road, Suite 475, Minnetonka MN 55345
(Address of principal executive offices, including zip code)

(952) 564-3500
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act of 1934 during the preceding 12 month (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☑	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). o Yes ☑ No

As of November 3, 2008, the registrant had 14,764,454 shares of common stock outstanding.

WIRELESS RONIN TECHNOLOGIES, INC.

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PART 1. FINANCIAL INFORMATION

Item 1. Financial Statements

WIRELESS RONIN TECHNOLOGIES, INC.
CONSOLIDATED BALANCE SHEETS

	September 30, 2008 (unaudited)	December 31, 2007 (audited)
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 10,576,983	$ 14,542,280
Marketable securities — available for sale	6,928,129	14,657,635
Accounts receivable, net of allowance of $78,127 and $84,685	1,891,472	4,135,402
Income tax receivable	109,805	231,328
Inventories	925,209	539,140
Network equipment held for sale	1,937,162	—
Prepaid expenses and other current assets	325,776	817,511
Total current assets	22,694,536	34,923,296
Property and equipment, net	2,168,931	1,780,390
Intangible assets, net	2,593,124	3,174,804
Restricted cash	450,000	450,000
Other assets	37,768	40,217
TOTAL ASSETS	$ 27,944,359	$ 40,368,707
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Current maturities of capital lease obligations	$ 73,643	$ 100,023
Accounts payable	1,856,041	1,387,327
Deferred revenue	443,835	1,252,485
Accrued purchase price consideration	999,974	999,974
Accrued liabilities	1,457,849	869,759
Total current liabilities	4,831,342	4,609,568
Capital lease obligations, less current maturities	15,413	70,960
TOTAL LIABILITIES	4,846,755	4,680,528
COMMITMENTS AND CONTINGENCIES SHAREHOLDERS' EQUITY		
Capital stock, $0.01 par value, 66,666,666 shares authorized		
Preferred stock, 16,666,666 shares authorized, no shares issued and outstanding	—	—
Common stock, 50,000,000 shares authorized; 14,764,454 and 14,537,705 shares issued and outstanding	147,645	145,377
Additional paid-in capital	80,194,295	78,742,311
Accumulated deficit	(57,312,066)	(43,520,098)
Accumulated other comprehensive income	67,730	320,589
Total shareholders' equity	23,097,604	35,688,179
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 27,944,359	$ 40,368,707

See accompanying Notes to Consolidated Financial Statements.

WIRELESS RONIN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
Sales				
Hardware	$ 738,166	$ 429,578	$ 1,997,546	$ 2,949,816
Software	432,430	119,179	734,658	472,018
Services and other	778,936	575,176	2,747,065	953,398
Total sales	1,949,532	1,123,933	5,479,269	4,375,232
Cost of sales				
Hardware	665,723	263,961	1,751,653	1,999,669
Software	217,829	1,007	217,829	1,007
Services and other	963,705	444,797	2,946,912	685,376
Total cost of sales	1,847,257	709,765	4,916,394	2,686,052
Gross profit	102,275	414,168	562,875	1,689,180
Operating expenses:				
Sales and marketing expenses	927,085	715,016	3,256,883	1,993,191
Research and development expenses	792,832	319,945	1,836,741	827,234
General and administrative expenses	3,134,171	2,210,632	9,801,140	5,486,439
Termination of partnership agreement	—	—	—	653,995
Total operating expenses	4,854,088	3,245,593	14,894,764	8,960,859
Operating loss	(4,751,813)	(2,831,425)	(14,331,889)	(7,271,679)
Other income (expenses):				
Interest expense	(5,135)	(11,758)	(18,892)	(32,273)
Interest income	121,707	467,740	563,215	899,724
Other	(35)	(7,081)	(4,402)	(8,572)
Total other income	116,537	448,901	539,921	858,879
Net loss	$ (4,635,276)	$ (2,382,524)	$ (13,791,968)	$ (6,412,800)
Basic and diluted loss per common share	$ (0.31)	$ (0.17)	$ (0.94)	$ (0.55)
Basic and diluted weighted average shares outstanding	14,764,345	14,369,262	14,629,278	11,565,993

See accompanying Notes to Consolidated Financial Statements.

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WIRELESS RONIN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2008	2007
Operating Activities:		
Net loss	$(13,791,968)	$ (6,412,800)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	467,374	265,617
Amortization of acquisition-related intangibles	416,273	—
Allowance for doubtful receivables	(6,286)	35,981
Stock-based compensation expense	901,998	880,903
Change in operating assets and liabilities:		
Accounts receivable	(214,740)	(1,689,750)
Income tax receivable	109,761	(13,734)
Inventories	(383,943)	(404,620)
Prepaid expenses and other current assets	(97,032)	(27,078)
Other assets	1,351	2,495
Accounts payable	476,042	897,563
Deferred revenue	223,142	339,257
Accrued liabilities	645,721	409,964
Net cash used in operating activities	(11,252,307)	(5,716,202)
Investing activities		
Purchase of McGill-Investment in Subsidiary, net of cash acquired	—	(2,817,568)
Purchases of property and equipment	(884,566)	(1,051,144)
Purchases of marketable securities	(19,467,885)	(14,564,800)
Sales of marketable securities	27,186,607	16,422,597
Net cash provided by (used in) investing activities	6,834,156	(2,010,915)
Financing activities		
Change in restricted cash	—	(450,000)
Payments on capital leases and other	(81,700)	(76,817)
Proceeds from exercise of warrants and stock options	370,899	904,721
Proceeds from issuance of common stock	181,353	27,093,032
Net cash provided by financing activities	470,552	27,470,936
Effect of exchange rate changes on cash	(17,698)	32,279
Increase (decrease) in cash and cash equivalents	(3,965,297)	19,776,098
Cash and cash equivalents, beginning of period	14,542,280	8,273,388
Cash and cash equivalents, end of period	$ 10,576,983	$ 28,049,486
Non-Cash Items:		
Collateral received for settlement of note receivable	$ 1,937,162	$ —

See accompanying Notes to Consolidated Financial Statements.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Wireless Ronin Technologies, Inc. (the "Company") has prepared the consolidated financial statements included herein, without audit, pursuant to the rules and regulations of the United States ("U.S.") Securities and Exchange Commission ("SEC"). The consolidated financial statements include all wholly-owned subsidiaries. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations. However, the Company believes that the disclosures are adequate to ensure the information presented is not misleading. These unaudited consolidated financial statements should be read in conjunction with the audited financial statements and the notes thereto included in the Company's Annual Report on Form 10-KSB for the year ended December 31, 2007.

The Company believes that all necessary adjustments, which consist only of normal recurring items, have been included in the accompanying financial statements to present fairly the results of the interim periods. The results of operations for the interim periods presented are not necessarily indicative of the operating results to be expected for any subsequent interim period or for the year ending December 31, 2008.

Nature of Business and Operations

The Company is a Minnesota corporation that provides dynamic digital signage solutions targeting specific retail and service markets. The Company has designed and developed RoninCast®, a proprietary content delivery system that manages, schedules and delivers digital content over a wireless or wired network. The solutions, the digital alternative to static signage, provide business customers with a dynamic and interactive visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences.

The Company's wholly-owned subsidiary, Wireless Ronin Technologies (Canada), Inc., an Ontario, Canada provincial corporation located in Windsor, Ontario, develops "e-learning, e-performance support and e-marketing" solutions for business customers. E-learning solutions are software-based instructional systems developed specifically for customers, primarily in sales force training applications. E-performance support systems are interactive systems produced to increase product literacy of customer sales staff. E-marketing products are developed to increase customer knowledge of and interaction with customer products.

The Company and its subsidiary sell products and services primarily throughout North America.

Summary of Significant Accounting Policies

Further information regarding the Company's significant accounting policies can be found in the Company's most recent Annual Report filed on Form 10-KSB for the year ended December 31, 2007.

1. Revenue Recognition

The Company recognizes revenue primarily from these sources:

- Software and software license sales
- System hardware sales
- Professional service revenue
- Software development services
- Software design and development services

- Implementation services
- Maintenance and support contracts

The Company applies the provisions of American Institute of Certified Public Accountants (AICPA) Statement of Position (SOP) 97-2, “Software Revenue Recognition,” (“SOP 97-2”) as amended by SOP 98-9 “Modification of SOP 97-2, Software Revenue Recognition, With Respect to Certain Transactions” (“SOP 98-9”) to all transactions involving the sale of software licenses. In the event of a multiple element arrangement, the Company evaluates if each element represents a separate unit of accounting taking into account all factors following the guidelines set forth in Financial Accounting Standards Board (FASB) Emerging Issues Task Force (EITF) Issue No. 00-21 (“EITF 00-21”) “Revenue Arrangements with Multiple Deliverables.”

The Company recognizes revenue when (i) persuasive evidence of an arrangement exists; (ii) delivery has occurred, which is when product title transfers to the customer, or services have been rendered; (iii) customer payment is deemed fixed or determinable and free of contingencies and significant uncertainties; and (iv) collection is probable. The Company assesses collectability based on a number of factors, including the customer’s past payment history and its current creditworthiness. If it is determined that collection of a fee is not reasonably assured, the Company defers the revenue and recognizes it at the time collection becomes reasonably assured, which is generally upon receipt of cash payment. If an acceptance period is required, revenue is recognized upon the earlier of customer acceptance or the expiration of the acceptance period.

Multiple-Element Arrangements — the Company enters into arrangements with customers that include a combination of software products, system hardware, maintenance and support, or installation and training services. The Company allocates the total arrangement fee among the various elements of the arrangement based on the relative fair value of each of the undelivered elements determined by vendor-specific objective evidence (VSOE). In software arrangements for which the Company does not have VSOE of fair value for all elements, revenue is deferred until the earlier of when VSOE is determined for the undelivered elements (residual method) or when all elements for which the Company does not have VSOE of fair value have been delivered.

The Company has determined VSOE of fair value for each of its products and services. The fair value of maintenance and support services is based upon the renewal rate for continued service arrangements. The fair value of installation and training services is established based upon pricing for the services. The fair value of software and licenses is based on the normal pricing and discounting for the product when sold separately.

Each element of the Company’s multiple element arrangements qualifies for separate accounting with the exception of undelivered maintenance and service fees. The Company defers revenue under the residual method for undelivered maintenance and support fees included in the price of software and amortizes fees ratably over the appropriate period. The Company defers fees based upon the customer’s renewal rate for these services.

Software and software license sales

The Company recognizes revenue when a fixed fee order has been received and delivery has occurred to the customer. The Company assesses whether the fee is fixed or determinable and free of contingencies based upon signed agreements received from the customer confirming terms of the transaction. Software is delivered to customers electronically or on a CD-ROM, and license files are delivered electronically.

System hardware sales

The Company recognizes revenue on system hardware sales generally upon shipment of the product or customer acceptance depending upon contractual arrangements with the customer. Shipping charges billed to customers are included in sales and the related shipping costs are included in cost of sales.

Professional service revenue

Included in services and other revenues is revenue derived from implementation, maintenance and support contracts, content development, software development and training. The majority of consulting and implementation services and accompanying agreements qualify for separate accounting. Implementation and content development services are bid either on a fixed-fee basis or on a time-and-materials basis. For time-and-materials contracts, the Company recognizes revenue as services are performed. For fixed-fee contracts, the Company recognizes revenue upon completion of specific contractual milestones or by using the percentage-of-completion method.

Software development services

Software development revenue is recognized monthly as services are performed per fixed-fee contractual agreements.

Software design and development services

Revenue from contracts for technology integration consulting services where the Company designs/redesigns, builds and implements new or enhanced systems applications and related processes for clients are recognized on the percentage-of-completion method in accordance with AICPA SOP 81-1, "Accounting for Performance of Construction-Type and Certain Production-Type Contracts" ("SOP 81-1"). Percentage-of-completion accounting involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Estimated revenues for applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenue and costs are continuously monitored during the term of the contract, and recorded revenue and costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenue and income and are reflected in the financial statements in the periods in which they are first identified. If estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated direct and indirect costs of the contract exceed the estimated total revenue that will be generated by the contract and are included in cost of sales and classified in accrued expenses in the balance sheet.

Revenue recognized in excess of billings is recorded as unbilled services. Billings in excess of revenue recognized are recorded as deferred revenue until revenue recognition criteria are met.

Uncompleted contracts are as follows:

	September 30, 2008	December 31, 2007
Cost incurred on uncompleted contracts	$ 130,690	$ 155,246
Estimated earnings	506,882	616,174
	637,572	771,420
Less: billings to date	(859,788)	(932,021)
Amount included in deferred revenue	$ 222,216	$ 160,601

Implementation services

Implementation services revenue is recognized when installation is completed.

Maintenance and support contracts

Maintenance and support consists of software updates and support. Software updates provide customers with rights to unspecified software product upgrades and maintenance releases and patches released during the term of the support period. Support includes access to technical support personnel for software and hardware issues.

Maintenance and support revenue is recognized ratably over the term of the maintenance contract, which is typically one to three years. Maintenance and support is renewable by the customer. Rates for maintenance and support, including subsequent renewal rates, are typically established based upon a specified percentage of net license fees as set forth in the arrangement.

2. Accounts Receivable

Accounts receivable are usually unsecured and stated at net realizable value and bad debts are accounted for using the allowance method. The Company performs credit evaluations of its customers' financial condition on an as-needed basis and generally requires no collateral. Payment is generally due 90 days or less from the invoice date and accounts past due more than 90 days are individually analyzed for collectability. In addition, an allowance is provided for other accounts when a significant pattern of uncollectability has occurred based on historical experience and management's evaluation of accounts receivable. If all collection efforts have been exhausted, the account is written off against the related allowance. See Note 9 for further information on certain outstanding receivables at September 30, 2008.

3. Software Development Costs

FASB Statement of Financial Accounting Standards (SFAS) No. 86 “Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed” requires certain software development costs to be capitalized upon the establishment of technological feasibility. The establishment of technological feasibility and the ongoing assessment of the recoverability of these costs requires considerable judgment by management with respect to certain external factors such as anticipated future revenue, estimated economic life, and changes in software and hardware technologies. Software development costs incurred beyond the establishment of technological feasibility have not been significant. No software development costs were capitalized during the three and nine months ended September 30, 2008 or 2007. Software development costs have been recorded as research and development expense.

4. Accounting for Stock-Based Compensation

The Company accounts for stock-based compensation in accordance with SFAS No. 123 (Revised 2004), “Share-Based Payment,” (“SFAS 123R”), which revised SFAS 123, “Accounting for Stock-Based Compensation” (SFAS 123). Stock-based compensation expense recognized during the period is based on the value of the portion of share-based awards that are ultimately expected to vest during the period. The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option pricing model. The fair value of restricted stock is determined based on the number of shares granted and the closing price of the Company’s common stock on the date of grant. Compensation expense for all share-based payment awards is recognized using the straight-line amortization method over the vesting period.

See Note 8 for further information regarding the Company’s stock-based compensation.

5. Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant estimates of the Company are the allowance for doubtful accounts, valuation allowance for deferred tax assets, deferred revenue, depreciable lives and methods of property and equipment, valuation of warrants and other stock-based compensation and valuation of recorded intangible assets. Actual results could differ from those estimates.

Recent Accounting Pronouncements

During September 2006, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 157, “Fair Value Measurements” (“SFAS 157”). This statement defines fair value, establishes a framework for measuring fair value under generally accepted accounting principles, and expands disclosures about fair value measurements. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007, however, during December 2007, the FASB proposed FASB Staff Position SFAS 157-2 which delays the effective date of certain provisions of SFAS 157 until fiscal years beginning after November 15, 2008. Effective January 1, 2008, the Company adopted SFAS No. 157 for financial assets and liabilities recognized at fair value on a recurring basis. The partial adoption of SFAS No. 157 for financial assets and liabilities did not have a material impact on the Company’s financial position or results of operations. See Note 3 to the consolidated financial statements for further discussion.

In February 2007, the FASB issued SFAS No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities-Including an Amendment of FASB Statement No 115.” SFAS No. 159 permits an entity to choose to measure many financial instruments and certain other items at fair value. Most of the provisions of SFAS No. 159 are elective; however, the amendment of SFAS No. 115, “Accounting for Certain Investments in Debt and Equity Securities,” applies to all entities with available-for-sale or trading securities. For financial instruments elected to be accounted for at fair value, an entity will report the unrealized gains and losses in earnings. SFAS No. 159 was effective for the Company beginning in the first quarter of fiscal 2008. The adoption of SFAS No. 159 in the first quarter of fiscal 2008 did not materially impact the Company’s results of operations or financial position.

During December 2007, the FASB issued SFAS No. 141 (Revised 2007), "Business Combinations" ("SFAS 141 (Revised 2007)"). While this statement retains the fundamental requirement of SFAS 141 that the acquisition method of accounting (which SFAS 141 called the *purchase method*) be used for all business combinations, SFAS 141 (Revised 2007) now establishes the principles and requirements for how an acquirer in a business combination: recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interests in the acquiree; recognizes and measures the goodwill acquired in the business combination or the gain from a bargain purchase; and determines what information should be disclosed in the financial statements to enable the users of the financial statements to evaluate the nature and financial effects of the business combination. The Company will adopt SFAS 141 (Revised 2007) for acquisitions that occur on or after January 1, 2009.

During December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements, an Amendment of ARB No. 51" ("SFAS 160"). This statement establishes accounting and reporting standards for noncontrolling interests in subsidiaries and for the deconsolidation of subsidiaries and clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the consolidated financial statements. This statement also requires expanded disclosures that clearly identify and distinguish between the interests of the parent owners and the interests of the noncontrolling owners of a subsidiary. SFAS 160 is effective for fiscal years beginning on or after December 15, 2008. The Company does not believe that the adoption of SFAS 160 will have a material effect on its results of operations or financial position.

In December 2007, the SEC issued SAB 110, which provides interpretive guidance regarding the use of a "simplified" method in developing an estimate of the expected term of "plain vanilla" share options in accordance with SFAS No. 123(R), "Share-Based Payments." Accordingly, the SEC will continue to accept, under certain circumstances, the use of the "simplified" method beyond December 31, 2007, The Company has concluded that its historical share option exercise experience does not provide a reasonable basis upon which to estimate the expected term due to its limited existence as a publicly traded company. Therefore, the Company will continue to use the "simplified" method in developing its estimate of the expected term of "plain vanilla" options.

During March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivatives Instruments and Hedging Activities, an Amendment of FASB Statement No. 133" ("SFAS 161"). This statement changes the disclosure requirements for derivative instruments and hedging activities. Entities are required to provide enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under Statement 133 and its related interpretations, and (c) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. SFAS 161 is effective for fiscal years beginning on or after November 15, 2008. The Company does not believe that the adoption of SFAS 161 will have a material effect on its results of operations or financial position.

In April 2008, the FASB issued FASB Staff Position ("FSP") No. FAS 142-3, "Determination of the Useful Life of Intangible Assets," which aims to improve consistency between the useful life of a recognized intangible asset under FASB Statement No. 142, "Goodwill and Other Intangible Assets" and the period of expected cash flows used to measure the fair value of the asset under FAS 141(R), especially where the underlying arrangement includes renewal or extension terms. The FSP is effective prospectively for fiscal years beginning after December 15, 2008 and early adoption is prohibited. The Company is currently evaluating the impact of this position on its financial statements

In May 2008, the FASB issued SFAS No. 162, *"The Hierarchy of Generally Accepted Accounting Principles"* ("SFAS 162"). SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles in the United States. SFAS 162 is effective November 17, 2008. The Company does not believe that the adoption of this statement will have a material effect on its results of operations or financial position.

In May 2008, the FASB issued SFAS No. 163, *"Accounting for Financial Guarantee Insurance Contracts – An interpretation of FASB Statement No. 60"* ("SFAS 163"). SFAS 163 requires that an insurance enterprise recognize a claim liability prior to an event of default when there is evidence that credit deterioration has occurred in an insured financial obligation. It also clarifies how Statement 60 applies to financial guarantee insurance contracts, including the recognition and measurement to be used to account for premium revenue and claim liabilities, and requires expanded disclosures about financial guarantee insurance contracts. It is effective for financial statements issued for fiscal years beginning after December 15, 2008, except for some disclosures about the insurance enterprise's risk-management activities. SFAS 163 requires that disclosures about the risk-management activities of the insurance enterprise be effective for the first period beginning after issuance. Except for those disclosures, earlier application is not permitted. The Company does not believe that the adoption of this statement will have a material effect on its results of operations or financial position.

In May 2008, the FASB issued FASB FSP EITF No. 03-6-1, “Determining Whether Instruments Granted in Share-Based Payment Transactions Are Participating Securities (“EITF 03-6-1”). EITF 03-6-1 addresses whether instruments granted in share-based payment transactions, with rights to dividend equivalents, are participating securities prior to vesting and, therefore, need to be included in the earnings allocation in computing earnings per share (“EPS”) under the two-class method described in FASB Statement No. 128, “Earnings Per Share.” Unvested share-based payment awards that contain nonforfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and shall be included in the computation of EPS pursuant to the two-class method. In contrast, the right to receive dividends or dividend equivalents that the holder will forfeit if the award does not vest does not constitute a participation right. EITF 03-6-1 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. All prior period EPS data presented shall be adjusted retrospectively (including interim financial statements, summaries of earnings, and selected financial data). Early adoption of EITF 03-6-1 is prohibited. The Company does not believe that the adoption of this statement will have a material effect on its results of operations or financial position.

NOTE 2: OTHER FINANCIAL STATEMENT INFORMATION

The following tables provide details of selected financial statement items:

INVENTORIES

	September 30, 2008	December 31, 2007
Finished goods	$ 405,277	$ 318,451
Work-in-process	519,932	220,689
Total inventories	$ 925,209	$ 539,140

No adjustments were made for the three or nine months ended September 30, 2008 or 2007, respectively, to reduce inventory values to the lower of cost or market.

PREPAID EXPENSES AND OTHER CURRENT ASSETS

	September 30, 2008	December 31, 2007
Deferred project costs	$ —	$ 476,679
Prepaid expenses	325,776	340,832
Total prepaid expenses and other current assets	$ 325,776	$ 817,511

Deferred project costs represent incurred costs to be recognized as cost of sales once all revenue recognition criteria have been met. See Note 11 for additional information on amounts reclassified related to our business with NewSight Corporation.

PROPERTY AND EQUIPMENT

	September 30, 2008	December 31, 2007
Leased equipment	$ 380,908	$ 380,908
Equipment	1,379,368	923,549
Leasehold improvements	338,718	313,021
Demonstration equipment	150,891	127,556
Purchased software	539,906	226,003
Furniture and fixtures	635,064	581,355
Total property and equipment	$ 3,424,855	$ 2,552,392
Less: accumulated depreciation	(1,255,924)	(772,002)
Net property and equipment	$ 2,168,931	$ 1,780,390

OTHER ASSETS

Other assets consist of long-term deposits on operating leases.

DEFERRED REVENUE

	September 30, 2008	December 31, 2007
Deferred customer billings	$ —	$ 950,066
Deferred software maintenance	65,347	90,197
Customer deposits	227,778	166,162
Deferred project revenue	150,710	46,060
Total deferred revenue	$ 443,835	$ 1,252,485

See Note 11 for additional information on amounts reclassified related to our business with NewSight Corporation.

ACCRUED LIABILITIES

	September 30, 2008	December 31, 2007
Compensation	$ 1,103,197	$ 590,737
Accrued remaining lease obligations	107,051	170,793
Accrued rent	87,143	79,131
Sales tax and other	160,458	29,098
Total accrued liabilities	$ 1,457,849	$ 869,759

See Note 6 for additional information on accrued remaining lease obligations.

COMPREHENSIVE LOSS

Comprehensive loss for the Company includes net loss, foreign currency translation and unrealized gain (loss) on investments. Comprehensive loss for the three and nine months ended September 30, 2008 and 2007, respectively, was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
Net loss	$ (4,635,276)	$ (2,382,524)	$ (13,791,968)	$ (6,412,800)
Foreign currency translation adjustment	(106,458)	290,616	(242,075)	290,616
Unrealized gain (loss) on investments	(6,007)	7,563	(10,784)	(11,538)
Comprehensive loss	$ (4,747,741)	$ (2,084,345)	$ (14,044,827)	$ (6,133,722)

SUPPLEMENTAL CASH FLOW INFORMATION

	Nine Months Ended September 30,	
	2008	2007
Non-cash investing and financing activities		
Cash paid for:		
Interest	$ 18,892	$ 32,273
Stock issued in acquisition of McGill Digital Solutions, Inc.		312,000
Effect of foreign currency exchange rate changes on cash	(17,698)	32,279
Collateral received for note receivable	1,937,162	—

NOTE 3: MARKETABLE SECURITIES AND FAIR VALUE MEASUREMENT

Short-term investments are classified as available-for-sale securities and are reported at fair value as follows:

	September 30, 2008			
	Gross Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Estimated Fair Value
Money market funds	$ 9,437,938	$ 26	$ (29)	$ 9,437,935
Total included in cash and cash equivalents	9,437,938	26	(29)	9,437,935
Government and agency securities	6,921,700	11,222	(4,793)	6,928,129
Total included in marketable securities	6,921,700	11,222	(4,793)	6,928,129
Total available-for-sale securities	$16,359,638	$ 11,248	$ (4,822)	$16,366,064

	December 31, 2007			
	Gross Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Estimated Fair Value
Money market funds	$14,045,738	$ 43	$ (15)	$14,045,766
Total included in cash and cash equivalents	14,045,738	43	(15)	14,045,766
Government and agency securities	14,651,501	7,797	(1,663)	14,657,635
Total included in marketable securities	14,651,501	7,797	(1,663)	14,657,635
Total available-for-sale securities	$28,697,239	$ 7,840	$ (1,678)	$28,703,401

The Company measures certain financial assets, including cash equivalents and available-for-sale securities, at fair value on a recurring basis. In accordance with SFAS No. 157, fair value is a market-based measurement that should be determined based on the assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, SFAS No. 157 establishes a three-level hierarchy which prioritizes the inputs used in measuring fair value. The three hierarchy levels are defined as follows:

Level 1 — Valuations based on unadjusted quoted prices in active markets for identical assets. The fair value of available-for-sale securities included in the Level 1 category is based on quoted prices that are readily and regularly available in an active market. The Level 1 category at September 30, 2008 includes money market funds of $9.4 million, which are included in cash and cash equivalents in the consolidated balance sheets, and government agency securities of $6.9 million, which are included in marketable securities in the consolidated balance sheets.

Level 2 — Valuations based on observable inputs (other than Level 1 prices), such as quoted prices for similar assets at the measurement date; quoted prices in markets that are not active; or other inputs that are observable, either directly or indirectly. The Company had no Level 2 financial assets measured at fair value on the consolidated balance sheets as of September 30, 2008.

Level 3 — Valuations based on inputs that are unobservable and involve management judgment and the reporting entity's own assumptions about market participants and pricing. The Company had no Level 3 financial assets measured at fair value on the consolidated balance sheets as of September 30, 2008.

The hierarchy level assigned to each security in the Company's available-for-sale portfolio is based on its assessment of the transparency and reliability of the inputs used in the valuation of such instrument at the measurement date. The Company did not have any financial liabilities that were covered by SFAS No. 157 as of September 30, 2008.

NOTE 4: TERMINATION OF PARTNERSHIP AGREEMENT

On February 13, 2007, the Company terminated its strategic partnership agreement with Marshall Special Assets Group, Inc. ("Marshall") by signing a mutual termination, release and agreement. By entering into the mutual termination, release and agreement, the Company regained the rights to directly control its sales and marketing process within the gaming industry and will obtain increased margins in all future digital signage sales in such industry. Pursuant to the terms of the mutual termination, release and agreement, the Company paid Marshall $653,995 in consideration of the termination of all of Marshall's rights under the strategic partnership agreement and in full satisfaction of any future obligations to Marshall under the strategic partnership agreement. Pursuant to the mutual termination, release and agreement, the Company will pay Marshall a fee in connection with sales of the Company's software and hardware to customers, distributors and resellers for use exclusively in the ultimate operations of or for use in a lottery ("End Users"). Under such agreement, the Company will pay Marshall (i) 30% of the net invoice price for the sale of the Company's software to End Users, and (ii) 2% of the net invoice price for sale of hardware to End Users, in each case collected by the Company on or before February 12, 2012, with a minimum payment of $50,000 per year for the first three years. Marshall will pay 50% of the costs and expenses incurred by the Company in relation to any test installations involving sales or prospective sales to End Users.

NOTE 5: ACQUISITIONS AND INTANGIBLE ASSETS

On August 16, 2007, the Company closed the transaction contemplated by the Stock Purchase Agreement by and between the Company, and Robert Whent, Alan Buterbaugh and Marlene Buterbaugh (the “Sellers”). Pursuant to such closing, the Company purchased all of the Sellers’ stock in holding companies that owned McGill Digital Solutions, Inc. (“McGill”), based in Windsor, Ontario, Canada. The holding companies acquired from the Sellers and McGill were amalgamated into one wholly-owned subsidiary of the Company. The results of operations of McGill (now renamed Wireless Ronin Technologies (Canada), Inc., (“WRT Canada”)) have been included in the Company’s consolidated financial statements since August 16, 2007. The Company acquired McGill for its custom interactive software solutions used primarily for e-learning and digital signage applications. Most of WRT Canada’s revenue is derived from products and solutions provided to the automotive industry.

The Company acquired the shares from the Sellers for cash consideration of $3,190,563, subject to potential adjustments, and 50,000 shares of the Company’s common stock. The Company also incurred $178,217 in direct costs related to the acquisition. In addition, the Company agreed to pay earn-out consideration to the Sellers of up to $1,000,000 (CAD) and 50,000 shares of the Company’s common stock if specified earn-out criteria are met. The earn-out criteria for 2007 was at least $4,100,000 (CAD) gross sales and a gross margin equal to or greater than 50%. If the 2007 earn-out criteria had been met, 25% of the earn-out consideration would have been paid. The 2007 earn-out criteria were not met and no 2007 earn-out was paid. The earn-out criteria for 2008 consists of gross sales of at least $6,900,000 (CAD) and a gross margin equal to or greater than 50%. The Company has accrued the 2008 earn-out consideration of $999,974 as part of its valuation analysis which was completed in the fourth quarter of 2007.

The purchase price of the acquisition consisted of the following:

Cash payment to sellers	$ 3,190,563
Transaction costs	178,217
Accrued purchase price consideration	999,974
Stock issuance	312,000
Total purchase price	$ 4,680,754

The Company has allocated the cost of the acquisition, as follows:

	August 16, 2007
Current assets	$ 1,392,391
Intangible assets	3,221,652
Property and equipment	236,878
Total assets acquired	4,850,921
Current liabilities	151,075
Long-term liabilities	19,092
Total liabilities assumed	170,167
Net assets acquired	$ 4,680,754

Pro Forma Operating Results (Unaudited)

The following unaudited pro forma information presents a summary of consolidated results of operations of the Company as if the acquisition of McGill had occurred at January 1, 2007. The historical consolidated financial information has been adjusted to give effect to a decrease in interest income related to the amount paid as the purchase price to the former shareholders of McGill.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
Sales	$ 1,949,532	$ 1,740,811	$ 5,479,269	$ 6,575,337
Loss from operations	(4,751,813)	(2,687,388)	(14,331,889)	(7,399,328)
Net loss	(4,635,276)	(2,394,112)	(13,791,968)	(6,788,985)
Basic and diluted loss per common share	$ (0.31)	$ (0.17)	$ (0.94)	$ (0.58)
Basic and diluted weighted average shares outstanding	14,764,345	14,419,262	14,629,278	11,615,993

The unaudited pro forma condensed consolidated financial information is presented for informational purposes only. The pro forma information is not necessarily indicative of what the financial position or results of operations actually would have been had the acquisition been completed on the dates indicated. In addition, the unaudited pro forma condensed consolidated financial information does not purport to project the future financial position or operating results of the Company after completion of the acquisition.

NOTE 6: CAPITAL LEASE OBLIGATIONS

The Company leases certain equipment under three capital lease arrangements with imputed interest of 16% to 22% per year. The leases require monthly payments of $11,443 through May 2008, $7,151 through July 2009 and $5,296 through November 2009.

Other information relating to the capital lease equipment is as follows:

	September 30, 2008	December 31, 2007
Cost	$ 380,908	$ 380,908
Less: accumulated amortization	(310,987)	(260,950)
Total	$ 69,921	$ 119,958

Amortization expense for capital lease assets was $16,679 and $26,825 for the three months ended September 30, 2008 and 2007, respectively, and $50,037 and $80,476 for the nine months ended September 30, 2008 and 2007, respectively, and is included in depreciation expense.

NOTE 7: COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases approximately 19,089 square feet of office and warehouse space under a lease that extends through January 31, 2013. In addition, the Company leases office space of approximately 14,930 square feet to support its Canadian operations at a facility located at 4510 Rhodes Drive, Suite 800, Windsor, Ontario under a lease that extends through June 30, 2009.

The Company also leases equipment under a non-cancelable operating lease that requires minimum monthly payments of $769 through October 2012.

Rent expense under the operating leases was $120,077 and $71,854 for the three months ended September 30, 2008 and 2007, respectively, and $357,215 and $121,269 for the nine months ended September 30, 2008 and 2007, respectively. The amounts for 2007 are exclusive of the lease accrual for our former office space explained below.

Future minimum lease payments for operating leases are as follows:

At September 30, 2008	Lease Obligations
2008	$ 99,560
2009	332,634
2010	204,730
2011	196,022
2012	192,472
Thereafter	15,398
Total future minimum obligations	$ 1,040,816

Remaining Lease Obligation

On July 9, 2007, the Company moved from its former office space at 14700 Martin Drive in Eden Prairie to its new office space at 5929 Baker Road in Minnetonka. Due to the move occurring during the third quarter of 2007, a liability for the costs that will continue to be incurred under the prior lease for its remaining term without economic benefit to the Company was recognized and measured at the fair value on the cease use date, July 9, 2007. The lease accrual was charged to rent in general and administrative expenses. The remaining liability at September 30, 2008 was $107,051. The prior lease termination date is November 30, 2009. Since the prior lease is an operating lease, the fair value of the liability is based on the remaining lease rentals, reduced by estimated sublease rentals that could be reasonably obtained for the property, even though the Company has not entered into a sublease to date. Other costs included in the fair value measurement are the amortization of the remaining book values of the leasehold improvements on the premises and the listing agent fee paid on the property. The existing rental obligations, additional costs incurred and expected sublease receipts are as follows:

	December 31, 2007	Adjustments to Estimates	September 30, 2008
Costs to be incurred:			
Existing rental payments	$148,787	$(58,221)	$90,566
Expected operating costs	$ 63,365	$(24,795)	$38,570
Unamortized leasehold improvements	$ 79,967	$(31,292)	$48,675
Listing agent fee	$ 30,429	$(11,907)	$18,522
Sublease receipts			
Expected sublease rental income	$ 74,394	$(29,111)	$45,283
Expected reimbursement of operating costs	$ 63,365	$(24,795)	$38,570

As of September 30, 2008, the Company had incurred costs of $95,349 in rent for the former office space since vacating the property. Also, the former office space had not been subleased as of September 30, 2008, but the Company is attempting to sub-lease this facility. The Company calculated the present value based on a straight line allocation of the above costs and receipts over the term of the prior lease and a credit-adjusted risk-free rate of 8 percent. The costs listed above have been aggregated in the general and administrative line of the consolidated statements of operations.

Litigation

The Company was not party to any material legal proceedings as of November 1, 2008.

NOTE 8: STOCK-BASED COMPENSATION AND BENEFIT PLANS

Expense Information under SFAS 123R

On January 1, 2006, the Company adopted SFAS 123R, which requires measurement and recognition of compensation expense for all stock-based payments including warrants, stock options and restricted stock grants based on estimated fair values. A summary of compensation expense recognized for the issuance of stock options and warrants follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
Stock-based compensation costs included in:				
Cost of sales	$ 30,787	$ —	$ 30,787	$ —
Sales and marketing expenses	51,599	27,732	148,050	85,158
Research and development expenses	33,035	18,767	70,811	68,811
General and administrative expenses	85,448	102,045	652,350	726,934
Total stock-based compensation expenses	$200,869	$148,544	$901,998	$880,903

At September 30, 2008, there was approximately $1,528,082 of total unrecognized compensation expense related to unvested share-based awards. Generally, the expense will be recognized over the next four years and will be adjusted for any future changes in estimated forfeitures.

Valuation Information under SFAS 123R

For purposes of determining estimated fair value under SFAS 123R, the Company computed the estimated fair values of stock options using the Black-Scholes model. The weighted average estimated fair value of stock options granted was $3.12 and $4.56 per share for the three months ended September 30, 2008 and 2007, respectively. These values were calculated using the following weighted average assumptions:

	Three Months Ended September 30,	
	2008	2007
Expected life	3.25 years	3.45 to 3.75 years
Dividend yield	0%	0%
Expected volatility	98.4%	97.0 to 97.2%
Risk-free interest rate	2.5%	5.0%

The risk-free interest rate assumption is based on observed interest rates appropriate for the term of the Company’s stock options. The expected life of stock options represents the weighted-average period the stock options are expected to remain outstanding. The Company used historical closing stock price volatility for a period equal to the period its common stock has been trading publicly. The Company used a weighted average of other publicly traded stock volatility for the remaining expected term of the options granted. The dividend yield assumption is based on the Company’s history and expectation of future dividend payouts.

2007 Associate Stock Purchase Plan

In November 2007, the Company’s shareholders approved the 2007 Associate Stock Purchase Plan, under which 300,000 shares were originally reserved for purchase by the Company’s associates. The purchase price of the shares under the plan is the lesser of 85% of the fair market value on the first or last day of the offering period. Offering periods are every six months ending on June 30 and December 31. Associates may designate up to ten percent of their compensation for the purchase of shares under the plan. The first purchase date under the plan took place June 30, 2008, on which date approximately 74,000 shares were purchased.

Employee Benefit Plan

In 2007, the Company began to offer a defined contribution 401(k) retirement plan for eligible associates. Associates may contribute up to 15% of their pretax compensation to the plan. There is currently no plan for an employer contribution match.

NOTE 9: SEGMENT INFORMATION AND MAJOR CUSTOMERS

The Company views its operations and manages its business as one reportable segment, providing digital signage solutions to a variety of companies, primarily in its targeted vertical markets. Factors used to identify the Company's single operating segment include the financial information available for evaluation by the chief operating decision maker in making decisions about how to allocate resources and assess performance. The Company markets its products and services through its headquarters in the United States and its wholly-owned subsidiary operating in Canada.

Net sales per geographic region, based on the billing location of end customer, are summarized as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
United States	$1,816,657	$1,013,008	$4,702,912	$4,175,291
Canada	132,875	110,925	772,218	199,941
Mexico	—	—	4,139	—
Total Sales	$1,949,532	$1,123,933	$5,479,269	$4,375,232

Geographic segments of property and equipment and intangible assets are as follows:

	September 30, 2008	December 31, 2007
Property and equipment, net:		
United States	$ 1,436,918	$ 1,425,351
Canada	732,013	355,039
Total	$ 2,168,931	$ 1,780,390
Intangible assets, net:		
United States	$ —	$ —
Canada	2,593,124	3,174,804
Total	$ 2,593,124	$ 3,174,804

A significant portion of the Company's revenue is derived from a few major customers. Customers with greater than 10% of total sales are represented on the following table:

Customer	Three Months Ended September 30, 2008	Three Months Ended September 30, 2007	Nine Months Ended September 30, 2008	Nine Months Ended September 30, 2007
NewSight Corporation	*	*	*	56.1%
Chrysler (BBDO Detroit/Windsor)	17.3%	32.8%	32.4%	*
KFC	22.9%	*	21.2%	*
Dimensional Innovations	26.6%	*	*	*
	66.8%	32.8%	53.6%	56.1%

* Sales to these customers were less than 10% of total sales for the period reported.

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of accounts receivable. As of September 30, 2008 and 2007, a significant portion of the Company's accounts receivable was concentrated with a few customers:

Customer	September 30, 2008	September 30, 2007
NewSight Corporation	*	56.7%
Dimensional Innovations	22.5%	*
KFC	19.6%	*
Chrysler (BBDO Detroit/Windsor)	18.1%	12.0%
	58.7%	68.7%

* Accounts receivable from these customers were less than 10% of total accounts receivable for the period reported.

NOTE 10: NET LOSS PER SHARE

In accordance with SFAS No. 128, "Earnings Per Share," ("SFAS 128"), basic net income (loss) per share for the three and nine months ended September 30, 2008 and 2007 is computed by dividing net income (loss) by the weighted average common shares outstanding during the periods presented. Diluted net income per share is computed by dividing income by the weighted average number of common shares outstanding during the period, increased to include dilutive potential common shares issuable relating to outstanding restricted stock, and upon the exercise of stock options and awards that were outstanding during the period. For all net loss periods presented, diluted net loss per share is the same as basic net loss per share because the effect of outstanding restricted stock, options and warrants is antidilutive.

The following table presents the computation of basic and diluted net income (loss) per share:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2008	2007	2008	2007
Net loss	$ (4,635,276)	$ (2,382,524)	$ (13,791,968)	$ (6,412,800)
Shares used in computing basic net loss per share	14,764,345	14,369,262	14,629,278	11,565,993
Outstanding dilutive stock options	—	—	—	—
Shares used in computing diluted net loss per share	14,764,345	14,369,262	14,629,278	11,565,993
Basic net loss per share	$ (0.31)	$ (0.17)	$ (0.94)	$ (0.55)
Diluted net loss per share	$ (0.31)	$ (0.17)	$ (0.94)	$ (0.55)

Shares reserved for outstanding stock warrants and options totaling 3,147,933 and 3,364,258 at September 30, 2008 and 2007, respectively, were excluded from the computation of net loss per share as their effect was antidilutive.

NOTE 11: OTHER EVENTS

Agreements with NewSight

As previously reported, effective October 8, 2007, NewSight Corporation ("NewSight") issued the Company a Secured Promissory Note (the "Note") for goods provided and services rendered. In connection with the issuance of the Note, the Company also entered into a Security Agreement, dated October 12, 2007, with NewSight pursuant to which the Company acquired a security interest in certain collateral of NewSight, consisting of all existing and after-acquired video screens and monitors and other equipment for digital signage then or thereafter provided by the Company to NewSight, including all such equipment located in the Fashion Square Mall in Saginaw, Michigan and the Asheville Mall in Asheville, North Carolina, and any grocery store premises operated by Meijer, Inc. ("Meijer") and its affiliates (the "Meijer Network") and all related hardware, software and parts used in connection with such equipment or the Meijer Network and all proceeds from such personal property, but not including any intellectual property of NewSight (the "Collateral").

The Note, as amended, matured on August 15, 2008. NewSight's aggregate indebtedness to the Company, including the Note, accrued interest, and all accrued warehousing fees and expenses and network operating and maintenance expenses, totaled $2,761,608 at such date (the "Aggregate Indebtedness"). Given NewSight's inability to obtain financing that would have allowed it to repay this obligation and given the termination of NewSight's business relationship with Meijer regarding the Meijer Network, the Company entered into negotiations with NewSight and its principal creditor, Prentice Capital Management, L.P. ("Prentice"), to obtain ownership of the Collateral (other than the Released Collateral (as defined below)) (the "Surrendered Collateral") in recognition of the Company's rights as a secured creditor. The "Released Collateral" represented Collateral presently installed at the stores operated by CBL Associated at the Fashion Square Mall and the Asheville Mall.

On August 21, 2008, the Company entered into a Turnover and Surrender Agreement with NewSight (the "Turnover and Surrender Agreement") under which NewSight surrendered, transferred and turned over to the Company, and the Company accepted, the Surrendered Collateral in full satisfaction of the Aggregate Indebtedness. The Company agreed that, except for the obligations under the Turnover and Surrender Agreement, NewSight has no further obligations to the Company. The Surrendered Collateral was turned over and surrendered to the Company on an "as is" and "where is" basis.

Under the Turnover and Surrender Agreement, NewSight granted the Company an irrevocable license and consent to enter into any properties licensed to or leased by NewSight for the purpose of taking possession and control of such collateral. NewSight further agreed to indemnify and hold the Company and its subsidiary, and all of its shareholders, agents, officers and directors harmless against any and all claims, losses and expenses (including attorneys fees) related to any claims against the Company as a result of a breach of any covenant, representation or warranty by NewSight in the Turnover and Surrender Agreement, and claims by any creditor, shareholder or trustee of NewSight relating to the transfer and surrender under the Turnover and Surrender Agreement. The Company and NewSight also agreed to a mutual release of all claims except obligations arising under the Turnover and Surrender Agreement.

In addition, the Company entered into a Consent Agreement with Prentice on August 21, 2008 (the "Consent Agreement") pursuant to which Prentice consented to the terms and conditions of the Turnover and Surrender Agreement. The Consent Agreement also provides for the allocation of any future proceeds received or paid to the Company in connection with the Surrendered Collateral or the Meijer Network. In general, such funds would be applied in the following manner: (1) first to payment of the Company's expenses in connection with the turnover and surrender, (2) second to payment of the Company's expenses in connection with replacing, modifying or enhancing the Surrendered Collateral, (3) third to the Company in payment of the Aggregate Indebtedness, (4) fourth the next $100,000 of proceeds would be allocated 70% to the Company and 30% to Prentice, and (5) fifth all remaining proceeds would be allocated 50% to the Company and 50% to Prentice. These allocations also apply in the event of the sale or contribution by the Company of the Surrendered Collateral or the Meijer Network. However, such allocations do not apply to amounts paid or payable to the Company in payment or reimbursement of its monthly costs to operate or service the Meijer Network. The rights and interests granted by the Company to Prentice under the Consent Agreement expire on the third anniversary of the Consent Agreement. The Company and Prentice also generally agreed to a mutual release of all claims.

On August 21, 2008, the Company also entered into an Interim Operating Agreement with ABC National Television Sales, Inc. ("ABC") and Met/Hodder, Inc. ("MH") pursuant to which the parties will continue to operate the Meijer Network through October 31, 2008 (the "Interim Operating Agreement"). The Company will operate the monitors in Meijer stores, monitoring content and providing certain advertisement tracking services. MH will provide programming content, manage content play lists and perform certain monitoring tasks. ABC will provide sales representation services. The Company entered into the Interim Operating Agreement to continue to run the Meijer Network for an interim period necessary to establish a more permanent arrangement with respect to the Meijer Network ownership and placement in Meijer stores. To the extent that such funds are available from advertising revenues on the Meijer Network, the Company will receive $51,000 to compensate it for expenses incurred to operate and monitor the Meijer Network on this interim basis.

Meijer sent a request for proposal to several national network providers, including the Company, to build out the remaining network of 82 stores and continue to support the existing network of 102 stores in which the Company presently owns the network hardware. The Company expects Meijer to choose one of these network providers in the fourth quarter of 2008, with which to move forward.

As of September 30, 2008, the Company reclassified the NewSight account receivable balance of $2,429,884, deferred revenue of $1,029,796, deferred costs of $585,538, and the accrued finders fees of $48,464 to Network equipment held for sale totaling $1,937,162. This asset appears as a separate line on the balance sheet as a current asset.

Reduction in Work Force

On November 3, 2008, the Company announced that it had reduced its workforce by 35 individuals, including both employees and contractors across all areas of the organization. This workforce reduction results in an approximately 22 percent decrease in the Company's staff. This workforce reduction is intended to align the Company's expense base with the current level of sales and projects, and improve the overall efficiency of the organization.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

The following discussion contains various forward-looking statements within the meaning of Section 21E of the Exchange Act. Although we believe that, in making any such statement, our expectations are based on reasonable assumptions, any such statement may be influenced by factors that could cause actual outcomes and results to be materially different from those projected. When used in the following discussion, the words "anticipates," "believes," "expects," "intends," "plans," "estimates" and similar expressions, as they relate to us or our management, are intended to identify such forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties that could cause actual results to differ materially from those anticipated. Factors that could cause actual results to differ materially from those anticipated, certain of which are beyond our control, are set forth herein and in our Form 10-Q for the period ended March 31, 2008 under the caption "Cautionary Statement."

Our actual results, performance or achievements could differ materially from those expressed in, or implied by, forward-looking statements. Accordingly, we cannot be certain that any of the events anticipated by forward-looking statements will occur or, if any of them do occur, what impact they will have on us. We caution you to keep in mind the cautions and risks described in this document and to refrain from attributing undue certainty to any forward-looking statements, which speak only as of the date of the document in which they appear. We do not undertake to update any forward-looking statement.

Overview

Wireless Ronin Technologies, Inc. is a Minnesota corporation that has designed and developed application-specific visual marketing solutions. We provide dynamic digital signage solutions targeting specific retail and service markets through a suite of software applications collectively called RoninCast®. RoninCast® is an enterprise-level content delivery system that manages, schedules and delivers digital content over wireless or wired networks. Our solutions, digital alternatives to static signage, provide our customers with a dynamic visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences. Our technology can be combined with interactive touch screens to create new platforms for conveying marketing messages.

Our Sources of Revenue

We generate revenues through system sales, license fees and separate service fees, including consulting, content development and implementation services, as well as ongoing customer support and maintenance, including product upgrades. We currently market and sell our software and service solutions through our direct sales force and value added resellers.

Our Expenses

Our expenses are primarily comprised of three categories: sales and marketing, research and development and general and administrative. Sales and marketing expenses include salaries and benefits for our sales associates and commissions paid on sales. This category also includes amounts spent on the hardware and software we use to prospect new customers, including those expenses incurred in trade shows and product demonstrations. Our research and development expenses represent the salaries and benefits of those individuals who develop and maintain our software products including RoninCast® and other software applications we design and sell to our customers. Our general and administrative expenses consist of corporate overhead, including administrative salaries, real property lease payments, salaries and benefits for our corporate officers and other expenses such as legal and accounting fees.

Significant Accounting Policies and Estimates

A discussion of the Company's significant accounting policies was provided in Item 7 of our Annual Report on Form 10-KSB for the fiscal year ended December 31, 2007. There were no significant changes to these accounting policies during the first nine months of 2008.

Results of Operations

Three Months Ended September 30, 2008 and 2007

The following table sets forth, for the periods indicated, certain unaudited consolidated statements of operations information:

	Three Months Ended					
	September 30, 2008	% of total sales	September 30, 2007	% of total sales	$ Increase (Decrease)	% Increase (Decrease)
Sales	$ 1,949,532	100%	$ 1,123,933	100%	$ 825,599	73%
Cost of sales	1,847,257	95%	709,765	63%	1,137,492	160%
Gross profit	102,275	5%	414,168	37%	(311,893)	-75%
Sales and marketing expenses	927,085	47%	715,016	64%	212,069	30%
Research and development expenses	792,832	41%	319,945	28%	472,887	148%
General and administrative expenses	3,134,171	161%	2,210,632	197%	923,539	42%
Termination of partnership agreement	—	0%	—	0%	—	0%
Total operating expenses	4,854,088	249%	3,245,593	289%	1,608,495	50%
Operating loss	(4,751,813)	-244%	(2,831,425)	-252%	(1,920,388)	-68%
Other income (expenses):						
Interest expense	(5,135)	0%	(11,758)	-1%	(6,623)	-56%
Interest income	121,707	6%	467,740	42%	(346,033)	-74%
Other	(35)	0%	(7,081)	-1%	(7,046)	-100%
Total other income (expense)	116,537	6%	448,901	40%	(332,364)	-74%
Net loss	$ (4,635,276)	-238%	$ (2,382,524)	-212%	$(2,252,752)	-95%

	Three Months Ended					
	September 30, 2008	% of total sales	September 30, 2007	% of total sales	$ Increase (Decrease)	% Increase (Decrease)
United States	$ 1,816,657	93%	$ 1,013,008	90%	$ 803,649	79%
Canada	132,875	7%	110,925	10%	21,950	20%
Total Sales	$ 1,949,532	100%	$ 1,123,933	100%	$ 825,599	73%

Sales

Our sales increased $825,599, or 73%, to $1,949,532 for the three months ended September 30, 2008, compared to $1,123,933 for the same period in the prior year. The increase was due primarily to increased sales of hardware and software as well as a full quarter of sales from our Canadian operations. For the quarter, hardware sales and installations increased approximately $309,000, software sales increased approximately $313,000, and network hosting and other services increased $204,000, due primarily to our acquisition of McGill Digital Solutions, Inc. in August 2007.

Cost of Sales

Our cost of sales increased $1,137,492, or 160%, for the three months ended September 30, 2008, compared to the same period in the prior year. The increase in cost of sales for the quarter was due to a higher mix of lower margin hardware sales and the continued impact of prior investment in our Network Operations Center.

Operating Expenses

Our operating expenses increased 50%, or $1,608,495, to $4,854,088 for the three months ended September 30, 2008, compared to $3,245,593 in the same period in the prior year. This increase was driven by increases in operating expenses of $626,397 related to our acquisition of McGill Digital Solutions, Inc., which is in our results for a full quarter in 2008 versus approximately one-half a quarter in 2007. For our Minneapolis operations, salaries and benefits increased approximately $830,327, which was directly related to our increase in headcount and severance payments, while professional fees and other costs increased $151,771 for the three months ended September 30, 2008, largely due to the expense of being a public entity and growth of our business.

Interest Expense

Interest expense decreased by $6,623 to $5,135 for the three months ended September 30, 2008, compared to $11,758 for the same period in the prior year. The decrease was the result of reduced debt balances under our capital leases.

Interest Income

Interest income decreased by $346,033 for the three months ended September 30, 2008 compared to the same period in the prior year. Invested cash was lower for the quarter as a result of the use of funds for operations from the follow-on public offering of securities we closed in June 2007.

Nine Months Ended September 30, 2008 and 2007

The following table sets forth, for the periods indicated, certain unaudited consolidated statements of operations information:

	Nine Months Ended					
	September 30 2008	% of total sales	September 30 2007	% of total sales	$ Increase (Decrease)	% Increase (Decrease)
Sales	$ 5,479,269	100%	$ 4,375,232	100%	$ 1,104,037	25%
Cost of sales	4,916,394	90%	2,686,052	61%	2,230,342	83%
Gross profit	562,875	10%	1,689,180	39%	(1,126,305)	-67%
Sales and marketing expenses	3,256,883	59%	1,993,191	46%	1,263,692	63%
Research and development expenses	1,836,741	34%	827,234	19%	1,009,507	122%
General and administrative expenses	9,801,140	179%	5,486,439	125%	4,314,701	79%
Termination of partnership agreement	—	0%	653,995	15%	(653,995)	-100%
Total operating expenses	14,894,764	272%	8,960,859	205%	5,933,905	66%
Operating loss	(14,331,889)	-262%	(7,271,679)	-166%	(7,060,210)	-97%
Other income (expenses):						
Interest expense	(18,892)	0%	(32,273)	-1%	(13,381)	-41%
Interest income	563,215	10%	899,724	21%	(336,509)	-37%
Other	(4,402)	0%	(8,572)	0%	(4,170)	-49%
Total other income (expense)	539,921	10%	858,879	20%	(318,958)	-37%
Net loss	$ (13,791,968)	-252%	$ (6,412,800)	-147%	$ (7,379,168)	-115%

	Nine Months Ended					
	September 30 2008	% of total sales	September 30 2007	% of total sales	$ Increase (Decrease)	% Increase (Decrease)
United States	$ 4,702,912	86%	$ 4,175,291	95%	$ 527,621	13%
Canada	772,218	14%	199,941	5%	572,277	286%
Mexico	4,139	0%	—	0%	4,139	413900%
Total Sales	$ 5,479,269	100%	$ 4,375,232	100%	$ 1,104,037	25%

Sales

Our sales increased $1,104,037, or 25%, for the nine months ended September 30, 2008, compared to the same period in the prior year. The overall increase in our sales was due primarily to our acquisition of McGill Digital Solutions, Inc. For the nine months ended September 30, 2008, hardware sales and installations decreased approximately $952,270 due primarily to the significant sales of hardware to a single customer in the nine months ended September 30, 2007, software sales increased approximately $262,640, due to the growth in our business, and network hosting and other services increased $1,793,667, due primarily to our acquisition of McGill Digital Solutions, Inc.

Cost of Sales

Our cost of sales increased $2,230,342, or 83%, for the nine months ended September 30, 2008, compared to the same period in the prior year. The increase in cost of sales for was due to a higher mix of lower margin hardware sales in the first nine months of 2008 as well as investments in our Network Operations Center.

Operating Expenses

Operating expenses increased $5,933,905, or 66%, for the nine month period ended September 30, 2008. This increase was attributable to higher expenses to support growth opportunities and investments in our Company. More specifically, there was an increase in operating expenses of $2,544,767 related to our acquisition of McGill Digital Solutions, Inc. and for our Minneapolis operations, there was an increase of $2,606,181 in salaries and benefits related to an increase in headcount, our professional fees and other costs increased by $1,247,892 largely due to the expense of being a public entity and growth of our business, and our advertising costs increased by $189,060 as a result of tradeshow participation and the continued marketing of RoninCast.

The increases described above for the nine months ended September 30, 2008 were partially offset by a decrease of $653,995 related to the 2007 termination of a partnership agreement described below and in Note 4, Termination of Partnership Agreement.

On February 13, 2007, we terminated a strategic partnership agreement with Marshall Special Assets Group, Inc., a company that provides financing services to the Native American gaming industry, by signing a Mutual Termination, Release and Agreement. We paid $653,995 in consideration of the termination of all rights under the strategic partnership agreement and in full satisfaction of any further obligations under the strategic partnership agreement. Going forward, we will pay a fee in connection with sales of our software and hardware to customers, distributors and resellers for use exclusively in the ultimate operations of or for use in a lottery ("End Users"). Under such agreement, we will pay a percentage of the net invoice price for the sale of our software and hardware to End Users, in each case collected by us on or before February 12, 2012, with a minimum annual payment of $50,000 for three years. We will be reimbursed for 50% of the costs and expenses incurred by us in relation to any test installations involving sales or prospective sales to End Users.

Interest Expense

Interest expense decreased $13,381 to $18,892 for the nine months ended September 30, 2008, compared to $32,273 for the same period in the prior year. The decrease was the result of reduced debt balances under our capital leases.

Interest Income

Interest income decreased $336,509 for the nine months ended September 30, 2008, compared to the same period in the prior year. Invested funds for the nine months ended September 30, 2008 were lower than the same period in the previous year as a result of our use of funds for operations from the follow-on public offering of securities we closed in June 2007.

Liquidity and Capital Resources

Operating Activities

We do not currently generate positive cash flows. Our investments in infrastructure have been greater than sales generated to date. As of September 30, 2008, we had an accumulated deficit of $57,312,066. The cash flow used in operating activities was $11,252,307 and $5,716,202 for the nine months ended September 30, 2008 and 2007, respectively. The increase in cash used in operations was due to the increase in our net loss during the nine months ended September 30, 2008 as compared to the nine months ended September 30, 2007. Based on our existing capital resources and current expense levels, which we recently aligned to the current level of sales and projects to improve the overall efficiency of the organization, we anticipate that our cash will be adequate to fund our operations for the next twelve months.

Investing Activities

Net cash provided by investing activities was $6,834,156 in the nine months ended September 30, 2008, compared to cash used in investing activities of $2,010,915 for the nine months ended September 30, 2007. The increase in cash was primarily due to net sales of marketable securities of $7,718,722 offset by purchases of capital equipment of $884,566 as well as the use of funds to purchase McGill Digital Solutions, Inc. in the third quarter of 2007. Marketable securities consisted of debt securities issued by federal government agencies with maturity dates in 2008.

Financing Activities

We have financed our operations primarily through sales of common stock, exercise of warrants, and the issuance of notes payable to vendors, shareholders and investors. For the nine months ended September 30, 2008 and 2007, net cash provided by financing activities was $470,552 and $27,470,936, respectively. Exercises of warrants and issuances of stock through our employee stock purchase plan contributed funds in 2008, while funds for 2007 were the result of the follow-on public offering of securities we closed in June 2007.

We believe we can continue to develop our sales to a level at which we will become cash flow positive. Based on our existing capital resources and our current expense levels, which we recently aligned to the current level of sales and projects to improve the overall efficiency of the organization, we anticipate that our cash will be adequate to fund our operations for the next twelve months.

Contractual Obligations

Although we have no material commitments for capital expenditures, we anticipate continued capital expenditures consistent with our anticipated growth in operations, infrastructure and personnel. We expect that our operating expenses will continue to grow as our overall business grows and that they will be a material use of our cash resources.

Operating and Capital Leases

At September 30, 2008, our principal commitments consisted of long-term obligations under operating leases. We lease approximately 19,089 square feet of office and warehouse space under a lease that extends through January 31, 2013. In addition, we lease office space of approximately 14,930 square feet to support our Canadian operations at a facility located at 4510 Rhodes Drive, Suite 800, Windsor, Ontario under a lease that extends through June 30, 2009. We also lease our former headquarters facility of approximately 8,610 square feet at 14700 Martin Drive, Eden Prairie, Minnesota. We do not occupy this building and are currently attempting to sub-lease this facility through the expiration of our lease on November 30, 2009. In the third quarter of 2007, we recognized a liability for anticipated remaining net costs on this lease obligation. The remaining liability at September 30, 2008 was $107,051.

The following table summarizes our obligations under contractual agreements as of September 30, 2008 and the time frame within which payments on such obligations are due.

	Payment Due by Period				
Contractual Obligations	Total Amount Committed	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Capital Lease Obligations (including interest)	$ 89,056	$ 73,643	$ 15,413	$ —	$ —
Operating Lease Obligations	1,040,816	99,560	733,386	207,870	—
Total	$ 1,129,872	$ 173,203	$ 748,799	$ 207,870	$ —

Based on our working capital position at September 30, 2008, we believe we have sufficient working capital to meet our current obligations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents, marketable securities, and accounts receivables. We maintain our accounts for cash and cash equivalents and marketable securities principally at one major bank. We invest our available cash in United States government securities and money market funds. We have not experienced any significant losses on our deposits of our cash, cash equivalents, or marketable securities.

We currently have outstanding approximately $89,000 of capital lease obligations at fixed interest rates. We do not believe our operations are currently subject to significant market risks for interest rates or other relevant market price risks of a material nature.

Foreign exchange rate fluctuations may adversely impact our consolidated financial position as well as our consolidated results of operations. Foreign exchange rate fluctuations may adversely impact our financial position as the assets and liabilities of our Canadian operations are translated into U.S. dollars in preparing our consolidated balance sheet. These gains or losses are recognized as an adjustment to shareholders' equity through accumulated other comprehensive income.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain a system of disclosure controls and procedures that is designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that, as of September 30, 2008, our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

On July 1, 2008, we converted to a new Microsoft Dynamics Great Plains accounting package for our Canadian operations. This accounting system enhances our financial accounting and reporting controls over the previous package.

There were no other changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2008, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We were not party to any material legal proceedings as of November 1, 2008.

Item 1A. Risk Factors

The discussion of our business and operations should be read together with the risk factors set forth in our "Cautionary Statement" in our Form 10-Q for the period ended March 31, 2008. These risks and uncertainties have the potential to affect our business, financial condition, results of operations, cash flow, strategies or prospects in a material and adverse manner.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On the date shown below during the three months ended September 30, 2008, an accredited investor who held warrants for the purchase of an aggregate of 10,000 shares of common stock exercised such warrants. We obtained gross proceeds of $32,000 in connection with this warrant exercise. The proceeds of the exercise were applied to working capital for general corporate purposes. Details regarding this warrant exercise appear in the table below:

Date	Shares	Exercise Price	Proceeds
7/3/2008	10,000	$ 3.20	$ 32,000

The foregoing issuance was made in reliance upon the exemption provided in Section 4(2) of the Securities Act. The certificate representing such securities contains a restrictive legend preventing the sale, transfer, or other disposition, absent registration or an applicable exemption from registration requirements. The recipient of such securities received, or had access to, material information concerning our company, including, but not limited to, our reports on Form 10-KSB, Form 10-Q and Form 8-K, as filed with the Securities and Exchange Commission. No discount or commission was paid in connection with the issuance of common stock upon exercise of such warrants.

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Item 3. Defaults Upon Senior Securities

None.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Item 5. Other Information

None.

Item 6. Exhibits

See "Exhibit Index."

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WIRELESS RONIN TECHNOLOGIES, INC.

Date: November 10, 2008

By: /s/ Brian S. Anderson
Brian S. Anderson
Vice President, Interim Chief Financial Officer and Controller
As Principal Financial Officer, Chief Accounting Officer and Duly Authorized Officer of Wireless Ronin Technologies, Inc.

EXHIBIT INDEX

Exhibit Number	Description
3.1	Articles of Incorporation of the Registrant, as amended (incorporated by reference to our Pre-Effective Amendment No. 1 to our Form SB-2 filed on October 12, 2006 (File No. 333-136972)).
3.2	Bylaws of the Registrant, as amended (incorporated by reference to our Quarterly Report on Form 10-QSB filed on November 14, 2007 (File No. 001-33169)).
4.1	See exhibits 3.1 and 3.2.
4.2	Specimen common stock certificate of the Registrant (incorporated by reference to Pre-Effective Amendment No. 1 to our Form SB-2 filed on October 12, 2006 (File No. 333-136972)).
10.1	Form of Non-Qualified Stock Option Agreement for Non-Employee Directors under the Registrant's Amended and Restated 2006 Equity Incentive Plan.
10.2	Form of Non-Qualified Stock Option Agreement for Stephen F. Birke under the Registrant's Amended and Restated 2006 Equity Incentive Plan.
10.3	Separation Agreement and General Release between the Registrant and Jeffrey C. Mack, dated September 23, 2008.
10.4	Turnover and Surrender Agreement by and between the Registrant and NewSight Corporation, dated August 21, 2008.
10.5	Consent Agreement by and between the Registrant and Prentice, dated August 21, 2008.
10.6	Interim Operating Agreement by and between the Registrant, ABC National Television Sales, Inc. and Met/Hodder, Inc., dated August 21, 2008.
31.1	Chief Executive Officer Certification pursuant to Exchange Act Rule 13a-14(a).
31.2	Chief Financial Officer Certification pursuant to Exchange Act Rule 13a-14(a).
32.1	Chief Executive Officer Certification pursuant to 18 U.S.C. Section 1350.
32.2	Chief Financial Officer Certification pursuant to 18 U.S.C. Section 1350.

FORM OF NON-QUALIFIED STOCK OPTION AGREEMENT

WIRELESS RONIN TECHNOLOGIES, INC.

**NON-QUALIFIED STOCK OPTION AGREEMENT
FOR NON-EMPLOYEE DIRECTORS
PURSUANT TO AMENDED AND RESTATED
2006 EQUITY INCENTIVE PLAN**

No. of shares subject to option: ____________________ Option No. EIP -__________

Date of grant: ______________________________

Wireless Ronin Technologies, Inc., a Minnesota corporation (the "Company"), hereby grants to __________ (the "Optionee"), an option (the "Option") to purchase an aggregate of __________ shares of Stock (the "Shares"), at the price set forth below, and in all respects subject to the terms, definitions and provisions of the Wireless Ronin Technologies, Inc. 2006 Amended and Restated Equity Incentive Plan (the "Plan") adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms used herein shall have the meanings assigned to them in the Plan.

1. Nature of the Option. This Option is not intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code.

2. Exercise Price. The exercise price for each share of Stock is $___.

3. Exercise of Option. This Option shall be exercisable during its term in accordance with the provisions of Section 6 of the Plan as follows:

(a) Expiration Date. The Option shall expire on the __________ anniversary of the date of grant (the "Expiration Date"). In no event may this Option be exercised after the Expiration Date.

(b) Exercise of Option. Subject to the Plan and the other terms of this Agreement regarding the exercisability of this Option, if the Optionee is a non-employee director on each of the following dates, this Option shall be exercisable cumulatively as follows: __________ [% or number of shares] on the date of grant, and __________ [% or number of shares] on each subsequent anniversary of the date of grant.

(c) Limitations on Exercisability. In the event of Optionee's death or termination of service as a non-employee director, the exercisability of the Option is governed by Sections 8 and 9 below, subject to the limitations contained in subsections 3(d), (e) and (f).

(d) Written Notice of Exercise. Any exercise shall be accompanied by a written notice to the Company specifying the number of shares of Stock as to which the Option is being exercised. Notation of any partial exercise shall be made by the Company on Schedule I hereto. This Option may not be exercised for a fraction of a Share, and must be exercised for no fewer than one hundred (100) shares of Stock, or such lesser number of shares as may be vested.

(e) Payment of Purchase Price. The purchase price of the Shares as to which the Option may be exercised shall be paid in full at the time of exercise in one of the forms of payment set forth in Section 6.

(f) Compliance with Laws and Regulations. No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

4. Change in Control. Upon the occurrence of a “Change in Control” (as defined in Section 2(h) of the Plan), this Option shall become fully vested and exercisable unless this Option is assumed by the surviving corporation or its parent substitutes options with substantially the same economic terms as this Option. The Board or, where applicable, the Committee shall also have the right to cancel the unexercised portion of this Option in the event of a Change in Control, provided that in exchange for such cancellation, the Optionee will receive a cash payment equal to the Change in Control consideration less the aggregate exercise price of this Option.

5. Optionee’s Representations. As a condition to the exercise of this Option, the Company may require the Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

6. Method of Payment. Payment of the exercise price shall be by (i) cash; (ii) check, bank draft or money order; (iii) if authorized by the Board or the Committee, by delivery of other shares of Common Stock (valued at the fair market value thereof on the date of exercise); or (iv) by delivery of a combination of cash and other shares of Common Stock. The Board or the Committee may, in order to prevent any possible violation of law, require the payment price to be paid in cash.

7. Restrictions on Exercise. This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under Part 207 of Title 12 of the Code of Federal Regulations as promulgated by the Federal Reserve Board.

8. Termination of Status as a Non-Employee Director (Except by Death). If the Optionee ceases to serve as a non-employee director, the Optionee may, but only within twelve (12) months after the date the Optionee ceases to be a non-employee director of the Company, exercise his Option to the extent the Optionee was entitled to exercise it at the date of such termination. To the extent that the Optionee was not entitled to exercise the Option at the date of such termination, or if the Optionee does not exercise such Option within the time specified herein, the Option shall terminate.

9. Death of Optionee. In the event of the death of the Optionee occurring:

(a) during the term of the Option, and provided that the Optionee was at the time of death a non-employee director of the Company and had been in continuous service as a non-employee director since the date of grant of the Option, the Option may be exercised, at any time within twelve (12) months following the date of death or until the expiration of the Option, whichever date is earlier, by the Optionee’s estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent the Optionee was vested in and entitled to exercise the Option at the time of death; or

(b) within three (3) months after the termination of continuous service as a non-employee director, the Option may be exercised, at any time within nine (9) months following the date of death or until the expiration of the Option, whichever date is earlier, by the Optionee’s estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent the Optionee was vested in and entitled to exercise the Option at the date of termination of continuous service as a non-employee director.

10. Suspension or Termination of Option for Misconduct. If the Board or the Committee reasonably believes that the Optionee has committed an act of misconduct, it may suspend the Optionee’s right to exercise this Option pending a determination by the Board or the Committee. If the Board or Committee determines that the Optionee has committed an act of misconduct or has breached a duty to the Company, neither the Optionee nor the Optionee’s estate shall be entitled to exercise the Option. For purposes of this Section, an act of misconduct shall include embezzlement, fraud, dishonesty, nonpayment of an obligation owed to the Company, breach of fiduciary duty or deliberate disregard of the Company’s rules resulting in loss, damage or injury to the Company, or if the Optionee makes an unauthorized disclosure of any Company trade secret or confidential information, engages in any conduct constituting unfair competition with respect to the Company, or induces any party to breach a contract with the Company, neither the Optionee nor the Optionee’s estate shall be entitled to exercise any option whatsoever. In making such determination, the Board or the Committee shall act fairly and shall give the Optionee an opportunity to appear and present evidence on the Optionee’s behalf at a hearing before the Board or the Committee.

11. Non-Transferability of Option. This Option may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order and may be exercised, during the lifetime of the Optionee, only by the Optionee.

12. Adjustments Upon Changes in Capitalization. The number of shares of Common Stock covered by the Option and the per share exercise price of the Option shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein or in the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, or options or rights to purchase shares of Common Stock of any class shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to the Option.

13. No Rights as Shareholder. The Optionee shall have no rights as a shareholder with respect to any shares of Common Stock subject to this Option prior to the date of issuance to him of a certificate or certificates for such shares.

14. No Right to Continued Status as a Non-employee Director. The Option shall not confer upon the Optionee any right with respect to continued status as a non-employee director of the Company, nor shall it interfere in any way with the right of the Board, the Company, or its shareholders to terminate his status as a non-employee director of the Company at any time.

15. Notices. Any notice hereunder to the Company shall be addressed to it at its principal executive offices; and any notice hereunder to the Optionee shall be addressed to him at the address set forth below; subject to the right of either party to designate at any time hereunder in writing some other address.

16. Investment Representation. As a condition to the exercise of the Option, the Company may require the person exercising the Option to represent and warrant at the time of exercise that the shares of Common Stock are being purchased only for investment and without any present intention to sell or distribute such shares, if, in the opinion of counsel for the Company, such a representation is required by any relevant provisions of law. The shares of Common Stock issued pursuant to the Option may be issued with appropriate legends on the stock certificates representing the shares, and the Company may place stop transfer orders with respect to such shares.

17. Plan Interpretation. Optionee hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Board and, where applicable, the Committee, upon questions arising under the Plan. In the event of any question or inconsistency between this Agreement and the Plan, the terms and conditions of the Plan shall govern.

18. Counterparts. This Agreement may be executed in two counterparts each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by the Chief Executive Officer and the Optionee has executed this Agreement, both as of the day and year set forth below.

WIRELESS RONIN TECHNOLOGIES, INC.

By: ______________________________________
(Name) (Title)

Optionee (signature)

____

Name and address of Optionee:

____

____

____

SCHEDULE I – NOTATIONS AS TO PARTIAL EXERCISE

Date of Exercise	Number of Purchased Shares	Balance of Shares on Option	Authorized Signature	Notation Date

FORM OF NON-QUALIFIED STOCK OPTION AGREEMENT

WIRELESS RONIN TECHNOLOGIES, INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

PURSUANT TO AMENDED AND RESTATED

2006 EQUITY INCENTIVE PLAN

No. of shares subject to option: __________ Option No. EIP — __________
Date of grant: ____________________

Wireless Ronin Technologies, Inc., a Minnesota corporation (the "Company"), hereby grants to Stephen F. Birke (the "Optionee"), an option (the "Option") to purchase an aggregate of __________(__________) shares of Stock (the "Shares"), at the price set forth below, and in all respects subject to the terms, definitions and provisions of the Wireless Ronin Technologies, Inc. 2006 Amended and Restated Equity Incentive Plan (the "Plan") adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms used herein shall have the meanings assigned to them in the Plan.

1. **Nature of the Option.** This Option is not intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code.

2. **Exercise Price.** The exercise price for each share of Stock is $___.

3. **Exercise of Option.** This Option shall be exercisable during its term in accordance with the provisions of Section 6 of the Plan as follows:

(a) Expiration Date. The Option shall expire on the fifth anniversary of the date of grant (the "Expiration Date"). In no event may this Option be exercised after the Expiration Date.

(b) Exercise of Option. Subject to the Plan and the other terms of this Agreement regarding the exercisability of this Option, if Optionee is in Service on each of the following dates, this Option shall be exercisable cumulatively as follows: 25% of the Shares on the date of grant; 25% of the Shares on the first anniversary of the date of grant; 25% of the Shares on the second anniversary; and 25% of the Shares on third anniversary of the date of grant. For purposes of this Agreement, "Service" shall mean service with the Company as a director.

(c) Limitations on Exercisability. In the event of Optionee's death or termination of Service, the exercisability of the Option is governed by Sections 8 and 9 below, subject to the limitations contained in subsections 3(d), (e) and (f).

(d) Written Notice of Exercise. Any exercise shall be accompanied by a written notice to the Company specifying the number of shares of Stock as to which the Option is being exercised. Notation of any partial exercise shall be made by the Company on Schedule I hereto. This Option may not be exercised for a fraction of a Share, and must be exercised for no fewer than one hundred (100) shares of Stock, or such lesser number of shares as may be vested.

(e) Payment of Purchase Price. The purchase price of the Shares as to which the Option may be exercised shall be paid in full at the time of exercise in one of the forms of payment set forth in Section 6.

(f) Compliance with Laws and Regulations. No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

4. **<u>Change in Control</u>.** Upon the occurrence of a “Change in Control” (as defined in Section 2(h) of the Plan), this Option shall become fully vested and exercisable unless this Option is assumed by the surviving corporation or its parent substitutes options with substantially the same economic terms as this Option. The Board or, where applicable, the Committee shall also have the right to cancel the unexercised portion of this Option in the event of a Change in Control, provided that in exchange for such cancellation, the Optionee will receive a cash payment equal to the Change in Control consideration less the aggregate exercise price of this Option.

5. **<u>Optionee’s Representations</u>.** As a condition to the exercise of this Option, the Company may require the Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

6. **<u>Method of Payment</u>.** Payment of the exercise price shall be by (i) cash; (ii) check, bank draft or money order; (iii) if authorized by the Board or the Committee, by delivery of other shares of Common Stock (valued at the fair market value thereof on the date of exercise); or (iv) by delivery of a combination of cash and other shares of Common Stock. The Board or the Committee may, in order to prevent any possible violation of law, require the payment price to be paid in cash.

7. **<u>Restrictions on Exercise</u>.** This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under Part 207 of Title 12 of the Code of Federal Regulations as promulgated by the Federal Reserve Board.

8. **<u>Termination of Service (Except by Death)</u>.** If the Optionee’s Service terminates for any reason other than death, then this option shall expire on the earliest of the following occasions:

    (a) The Expiration Date as defined in Section 3 above:

    (b) The date twelve months after the termination of the Optionee’s Service; or

    (c) The date of the termination of the Optionee’s Service for Cause.

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9. The Optionee may exercise all or part of this Option at any time before its expiration under the preceding sentence, but only to the extent that this Option had become exercisable before the Optionee's Service terminated. When the Optionee's Service terminates, this Option shall expire immediately with respect to the number of Shares for which this Option is not yet exercisable.

10. **Death of Optionee.** In the event of the death of the Optionee occurring:

(a) during the term of the Option, and provided that the Optionee dies while in Service, the Option may be exercised, at any time within twelve (12) months following the date of death or until the expiration of the Option, whichever date is earlier, by the Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent the Optionee was vested in and entitled to exercise the Option at the time of death; or

(b) within three (3) months after the termination of Service, the Option may be exercised, at any time within nine (9) months following the date of death or the expiration date of the Option, whichever date is earlier, by the Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent the Optionee was vested in and entitled to exercise the Option at the time of termination of Service.

11. **Suspension or Termination of Option for Misconduct**. If the Board or the Committee reasonably believes that the Optionee has committed an act of misconduct, it may suspend the Optionee's right to exercise this Option pending a determination by the Board or the Committee. If the Board or Committee determines that the Optionee has committed an act of misconduct or has breached a duty to the Company, neither the Optionee nor the Optionee's estate shall be entitled to exercise the Option. For purposes of this Section, an act of misconduct shall include embezzlement, fraud, dishonesty, nonpayment of an obligation owed to the Company, breach of fiduciary duty or deliberate disregard of the Company's rules resulting in loss, damage or injury to the Company, or if the Optionee makes an unauthorized disclosure of any Company trade secret or confidential information, engages in any conduct constituting unfair competition with respect to the Company, or induces any party to breach a contract with the Company, neither the Optionee nor the Optionee's estate shall be entitled to exercise any option whatsoever. In making such determination, the Board or the Committee shall act fairly and shall give the Optionee an opportunity to appear and present evidence on the Optionee's behalf at a hearing before the Board or the Committee.

12. **Non-Transferability of Option.** This Option may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order and may be exercised, during the lifetime of the Optionee, only by the Optionee.

13. **Adjustments Upon Changes in Capitalization.** The number of shares of Common Stock covered by the Option and the per share exercise price of the Option shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein or in the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, or options or rights to purchase shares of Common Stock of any class shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to the Option.

14. **No Rights as Shareholder.** The Optionee shall have no rights as a shareholder with respect to any shares of Common Stock subject to this Option prior to the date of issuance to him of a certificate or certificates for such shares.

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15. **No Right to Continued Service.** The Option shall not confer upon the Optionee any right with respect to continued status as an employee or non-employee director of the Company, nor shall it interfere in any way with the right of the Board, the Company, or its shareholders to terminate his status as an employee or non-employee director of the Company at any time.

16. **Notices.** Any notice hereunder to the Company shall be addressed to it at its principal executive offices; and any notice hereunder to the Optionee shall be addressed to him at the address set forth below; subject to the right of either party to designate at any time hereunder in writing some other address.

17. **Investment Representation.** As a condition to the exercise of the Option, the Company may require the person exercising the Option to represent and warrant at the time of exercise that the shares of Common Stock are being purchased only for investment and without any present intention to sell or distribute such shares, if, in the opinion of counsel for the Company, such a representation is required by any relevant provisions of law. The shares of Common Stock issued pursuant to the Option may be issued with appropriate legends on the stock certificates representing the shares, and the Company may place stop transfer orders with respect to such shares.

18. **Plan Interpretation.** Optionee hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Board and, where applicable, the Committee, upon questions arising under the Plan. In the event of any question or inconsistency between this Agreement and the Plan, the terms and conditions of the Plan shall govern.

19. **Counterparts.** This Agreement may be executed in two counterparts each of which shall constitute one and the same instrument.

20. IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by the Chief Financial Officer and the Optionee has executed this Agreement, both as of the day and year set forth below.

WIRELESS RONIN TECHNOLOGIES, INC.

By: ______________________________

(Name) (Title)

Optionee (signature)

____

Name and address of Optionee:

____

____

____

SCHEDULE I – NOTATIONS AS TO PARTIAL EXERCISE

Date of Exercise	Number of Purchased Shares	Balance of Shares on Option	Authorized Signature	Notation Date

EXHIBIT 10.3

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between Wireless Ronin Technologies, Inc. (the "Company" or "WRT") and Jeffrey C. Mack (referred to in this Agreement as "I" or "me.")

1. **Recital.** The Company and I entered into an Executive Employment Agreement effective April 1, 2006, hereafter referred to as the "Employment Agreement." Capitalized terms used in this Agreement but not herein defined are defined in the Employment Agreement.

2. **Resignation.** I have voluntarily resigned from my employment and from all offices and other positions I may have had with the Company effective September 23, 2008, (the "Resignation Date"). This Agreement sets forth certain agreements between the Company and me with respect to my separation from the Company.

3. **The Company's Payment and Benefits.** Notwithstanding my resignation, and subject to the conditions described in Section 3.4, the Company will provide to me the following pay and benefits:

   3.1 Severance Pay. Severance payments totaling $260,000 less applicable deductions for taxes and other deductions as appropriate (the "Severance Payments"). The Company will pay such Severance Payments to me by making roughly equal installment payments to me in accordance with the Company's ordinary payroll practices, over a period of 12 months. Such payments will commence on the first regular Company payroll date that falls at least 18 days after the date of my signature.

   3.2 Group Health Benefits. If I am eligible for and elect to continue my group health insurance coverage, then for a period of 12 months after the Resignation Date, the Company will pay the premiums for such group health insurance coverage. After such 12 month period, I will be fully responsible for all such premiums.

   3.3 Warrants and Options. To the extent that I currently have warrants for the purchase of 35,354 shares of Company stock that are fully vested (from issuances dated 7/12/2004), I will be given 180 days from my Resignation Date to exercise such warrants. I further understand that the Company agrees to accelerate the vesting of 30,000 incentive stock options granted to me on 12/27/2007 at $2.80/share and 90,000 of non-qualified options granted to me on 12/27/2007 at $2.80/share and that I will have 180 days from my Resignation Date to exercise such options; provided however, that I will not be permitted to exercise any of such 120,000 options until after the expiration of the revocation or rescission period described in Section 6.2 (without my having revoked or rescinded). Any attempt to exercise such options contrary to this provision will be null and void.

   3.4 Taxes and Deductions. All payments are subject to standard tax and other deductions as appropriate. In addition, I will be fully responsible for all taxes, interest and penalties arising out of any payments and benefits made to me under this Agreement and will fully indemnify the Company and hold it harmless with respect to the same.

   3.5 Conditions. All payments and benefits to be made under this Section are conditioned on the Company's receipt of my written resignation on September 23, 2008, effective immediately, and are subject to the following additional conditions:

   - I must sign this Agreement within 21 days of receiving it and not revoke or rescind my signature all as described in Section 6.2.
   - I must not breach any of my promises or representations under this Agreement or under any continuing obligations under my Employment Agreement as referenced in Section 5.2.
   - I must comply with all applicable securities laws, including specifically the Securities Act of 1933 and the Securities and Exchange Act of 1934, and including any blackout or other trading restrictions imposed pursuant to such laws.

3.6 Adequate Consideration. I agree that these are payments and benefits to which I am not otherwise entitled and provide adequate consideration to me under this Agreement.

4. **My Release**.

In exchange for the consideration provided to me in this Agreement, including the Company's payment of severance payments and benefits to me despite my resignation, and the Company's willingness to allow me to resign, on my own behalf and on behalf of anyone claiming any rights through me, I fully and finally release, waive, and give up all My Claims (as defined below) against the Company and all Related Parties (as defined below).

"Related Parties" means any parent, subsidiary, predecessor, successor, affiliate or other organization or entity related to the Company, and all of their past or present officers, directors, shareholders, employees, committees, insurers, indemnitors, pension or welfare, and other benefit plans, successors, assigns, committees, administrators, and all persons acting on behalf of, or on instruction from the Company or any other related organization or entity.

"My Claims" as used in this Agreement means, all claims, actions, causes of action, demands, and rights I have or may have against the Company or any Related Parties, arising out of any acts, facts, or events which occurred in whole or in part before I signed this Agreement whether or not I now know about or suspect them and whether past or present. "My Claims" includes but is not limited to, all such claims for damages, compensation, expenses (including attorneys' fees) and any other form of relief, regardless of the law or legal theory on which such claim is based and includes but is not limited to all claims under the federal Age Discrimination in Employment Act ("ADEA"), the Older Worker's Benefit Protection Act, Title VII of the Civil Rights Act, the Civil Rights Act of 1991, the American with Disabilities Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Minnesota Human Rights Act, as each may have been amended, and all claims of any nature under any other federal, state, or local statute, ordinance or other law or legal theory, including any based on wrongful discharge, breach of any contract, promissory estoppel, emotional distress, defamation, negligence, invasion of privacy, or any other theory, and including all claims related to my employment or separation from employment with the Company.

I understand that I am giving up all of My Claims as described above. I will not bring any lawsuits against the Company or any Related Party relating to any of My Claims.

This release does not bar those few claims that cannot legally be waived under applicable law, including my right to challenge whether this Agreement constitutes a knowing and voluntary waiver of my claims within the meaning of the Older Workers' Benefit Protection Act. This release also does not bar me from filing a claim with the EEOC (Equal Employment Opportunity Commission) or participating in an EEOC proceeding, but if any EEOC claims (or any other claims) are pursued on my behalf, I understand that this Agreement will act as a bar to any individual damages or other relief for me. To the fullest extent allowed by applicable law, it is my intent to waive all of My Claims and rights and to have this be interpreted as a full and general release.

This Agreement does not affect my rights, if any, under the Company's directors and officers liability insurance policy. This release does not affect the Company's obligations to indemnify me to the fullest extent allowed under Minnesota law and pursuant to Minnesota Statutes Section 302A.521 for claims, actions or damages made, brought or assessed against me based upon my employment by the Company. This Agreement also does not affect my rights to indemnification and defense as more fully set forth in the Company's bylaws.

5. **Additional Agreements and Understandings.**

5.1 **Final Payments.** I acknowledge and agree that, upon my receipt of the benefits described below I will have been paid all wages, salary, other compensation, and benefits due me as an employee of the Company through my Resignation Date. I understand that the benefits described below will be provided to me whether or not I sign this Agreement.

- Base Salary (subject to applicable withholding) payable through the Resignation Date as described above.
- Accrued but unused paid time off (“PTO”) as of the Resignation Date.
- Reimbursement of any reasonable business expenses incurred by me in carrying out my duties, properly documented and submitted to the Company but unpaid as of the Resignation Date.
- Eligibility to continue coverage in Company’s group life insurance plans at my expense in accordance with COBRA continuation rules and policies.

The Company acknowledges its obligation to pay the amounts stated in this Section within 30 days following the Resignation Date subject to my compliance with terms of this Agreement. I understand that any interest in any 401K, stock purchase plan or other similar employee benefit plan, or in any option agreements that I may have as a former employee of the Company will be governed by the terms the relevant plan(s) and/or agreement.

5.2 **Continuing Obligations.** I acknowledge and agree that I remain bound by the provisions of Sections 6.05, and 6.06, and Articles 8, 9 and 10 of the Employment Agreement and that I am obligated under all such provisions in accordance with their terms.

5.3 **Sufficient Consideration.** I agree that the payments and benefits described in this Agreement are full and sufficient consideration for my promises in this Agreement, including but not limited to my Release.

5.4 **Cooperation.** I agree to be reasonably available for consultation with and assistance to the Company with respect to matters and issues within my former job responsibilities for a period of 60 days after my termination. I acknowledge and agree that such cooperation with the Company is necessary for a proper and orderly transition and that the consideration set forth herein fully compensates me for this reasonable cooperation.

5.5 **Return of Property.** I will, on request, and, in any event, no later than one business day after my Resignation Date, collect and return all property of the Company in my possession or control to the Company. Property of the Company includes but is not limited to all equipment, communication devices (e.g. cell phones, laptops, pagers, etc), all information stored in any tangible form, including electronic (e.g. on disks, hard drives audio or visual tapes, etc.) and paper forms, and all other property of any nature. To the extent that I have any information of the Company stored on any personal or other non-Company equipment or devices, on or before the Resignation Date, I will deliver such information to the Company and remove it from all such personal equipment in a manner and form agreed upon by the Company.

5.6 **Severability/Modification.** If any one or more of the provisions of this Agreement are determined to be invalid, that provision will be severed and shall not affect the validity of any other provisions of this Agreement. This Agreement can only be modified by a subsequent written agreement.

5.7 **Binding Effect.** This Agreement shall be binding upon each of the parties and each parties’ heirs, successors, administrators, executors, legal representatives, agents and assigns. I understand, however, that this Agreement is personal to me and may not be assigned by me.

5.8 **Complete Agreement.** This Agreement is intended to state the complete Agreement among the parties. With the exception of the provisions that I acknowledge to be continuing obligations under Section 5.2 of this Agreement, and the warrant and/or option agreements referenced in Section 3 above, any prior agreements, including any provisions regarding the payment of severance to me under my Employment Agreement, are terminated and/or superseded by this Agreement.

6. **Rights to Consider and Revoke; Knowing and Voluntary Waiver.**

6.1 ***I understand that by way of this paragraph, the Company is specifically advising me to consult an attorney prior to signing this Agreement.***

6.2 **Consideration/Revocation.** I understand that I have twenty one (21) days after I receive this Agreement to consider this Agreement. I understand that changes in this Agreement will not restart the 21-day period whether or not those changes are material. Any execution by me prior to the end of the 21-day period will mean that I decided I did not need the whole period to consider the Agreement. If I sign this Agreement, I understand that I am then entitled to revoke my signature within fifteen (15) days after I sign it. To be effective, the rescission or revocation must be in writing and (a) properly addressed to Scott Ross at Wireless Ronin Technologies, Inc, Baker Technology Plaza, 5929 Baker Road, Suite 475, Minnetonka, MN 55345 and mailed Certified Mail, Return Receipt Requested, with a postmark within the 15-day period, or (b) hand delivered to Scott Ross at the same address within the 15-day period. This revocation period includes, and is not in addition to, the seven (7) day revocation period under the Age Discrimination in Employment Act. I understand that if I revoke this Agreement, all of the Company's obligations under this Agreement will immediately cease, and will be of no force and effect.

I have read this Agreement carefully and understand all of its terms. By signing this Agreement, I understand that I am specifically waiving any rights or claims under the Age Discrimination in Employment Act. I am entering into this Agreement knowingly and voluntarily after considering all of its terms. I have had the opportunity to discuss this Agreement with my own attorney prior to signing it. In agreeing to sign this Agreement I have not relied on any statements or explanations made by the Company, its agents or its attorneys, other than those contained in this Agreement.

Dated: 9/23/08

/s/ Jeffrey C. Mack
Jeffrey C. Mack

Wireless Ronin Technologies, Inc.

By /s/ Gregory Barnum
Gregory Barnum
Lead Director
Wireless Ronin Technologies, Inc.

Dated: 10/1/08

EXHIBIT 10.4

TURNOVER AND SURRENDER AGREEMENT

NewSight Corporation
2 Park Avenue, 18th Floor
New York, NY 10016
Attention: Robert Stewart

Ladies and Gentlemen:

Please refer to that certain

(a) Secured Promissory Note (the "Note") dated as of October 8, 2007 from NewSight Corporation ("NewSight") to Wireless Ronin Technologies, Inc. ("WRT"); and

(b) Security Agreement (the "Security Agreement") executed between NewSight and WRT on or about October 11, 2007.

Terms not otherwise defined in this letter shall be defined in accordance with the Note or Security Agreement, as appropriate. As used herein, the term:

(c) "Collateral" shall mean the Collateral (other than any Released Collateral) described and defined in the Security Agreement, as set forth on Exhibit A attached hereto and incorporated herein by reference; it being expressly understood and agreed that, for the avoidance of doubt, the Collateral does not include any of the Excluded Collateral;

(d) "Excluded Collateral" shall mean (i) any of NewSight's (or any of its subsidiaries') intellectual property, including but not limited to, inventions, patents, patent applications, copyrights, technology (including the autostereoscopic 3D technology), trademarks, service marks, trade dress and know-how, (ii) any assets of NewSight (or any of its subsidiaries) not constituting Collateral and (iii) any proceeds arising from (i) or (ii) of this paragraph (d);

(e) "Meijer" shall mean Meijer, Inc.;

(f) "Meijer Network" shall mean the digital monitor and signage display network operated with the Collateral at the premises owned or leased by Meijer;

(g) "Released Collateral" shall mean any security interest, lien, claim or encumbrance on the equipment constituting Collateral that is presently installed at the stores operated by CBL Associates at the Ashville Mall in Ashville, North Carolina, and the Fashion Mall in Saginaw, Michigan.

(h) "Secured Obligations" means the obligations secured by the Security Agreement.

You have advised us that Meijer has terminated their business relationship regarding the Meijer Network owned and operated by NewSight on Meijer locations. By reason of such fact, you have agreed that WRT may take possession and control of the Collateral and related Meijer Network in satisfaction of the indebtedness secured by the Security Agreement.

In consideration of the premises, NewSight and WRT agree as follows:

First: Representations of NewSight

By signing below, NewSight hereby represents and agrees as follows:

(a) The amount of all of the outstanding Secured Obligations is $2,761,608 (the "Aggregate Indebtedness"), which Aggregate Indebtedness includes the current principal balance of the Note, accrued interest on the Note through the date hereof, and all accrued warehousing fees and expenses and network operating and maintenance expenses, all of which amounts are due and payable by NewSight, in full, in accordance with the Note and Security Agreement and the documents referred to therein, as amended, without offset, deduction, counterclaim or defense of any kind whatsoever.

(b) WRT holds a valid, binding and fully perfected first lien and security interest in and to the Collateral, subject only to the subordinate interest of affiliated funds of Prentice Capital Management, LP. All prior UCC-1 financing statements in respect to the Collateral or any part thereof are of no further force and effect (except for the subordinate interest of Prentice Capital Management, LP, which has consented to the transactions contemplated under this letter).

(c) All Collateral is presently located in the locations previously disclosed by NewSight to WRT and such Collateral has not and shall not be removed by NewSight from such locations without the prior written consent of WRT. NewSight hereby grants WRT an irrevocable license and consent to enter into any properties licensed to or leased by NewSight for the purpose of taking possession and control of the Collateral, all without obligation or liability to WRT. Without limiting the generality of the foregoing, NewSight has not and shall not remove any of the Collateral presently used in connection with the Meijer Network from any of the premises owned or leased by Meijer.

(d) Except to the extent previously disclosed by NewSight in writing, NewSight has not previously sold, disposed of, assigned, leased or licensed any of the Collateral or any rights or interests in respect of the Collateral.

(e) NewSight has not previously required the use of any Excluded Collateral in the operation of the Meijer Network, and, upon the closing hereunder, WRT will have all property and assets necessary to the operation of the Meijer Network as presently operated.

(f) NewSight has been represented by legal counsel, or has had adequate opportunity to engage such legal counsel, in connection with the transaction contemplated in this Agreement and, to the extent it has engaged legal counsel, have relied upon such independent counsel with respect to all legal and tax consequences of the transaction contemplated herein. NewSight has not relied for purposes of entering into this Agreement upon any representations and warranties of WRT not expressly set forth in this Agreement.

(g) There are no known claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character or nature whatsoever, fixed or contingent, which NewSight may have or claim to have against WRT, which might arise out of or be connected with any act of commission or omission of WRT existing or occurring on or prior to the date of this Agreement.

(h) WRT has paid full and fair consideration for the transfer herein through the release and satisfaction of the Aggregate Indebtedness. This Agreement hereunder has not been entered into with the intent to hinder, delay or defraud any creditor of NewSight.

(i) NewSight is a corporation duly organized and validly existing under the laws of the State of Delaware. Execution, delivery and performance of this Agreement has been approved by all corporate action of NewSight and this Agreement constitutes the valid, binding and fully enforceable obligation of NewSight, subject only to bankruptcy, insolvency or other similar laws affecting the rights of creditors generally.

(j) There are no proceedings pending, and, to the knowledge of NewSight, no proceedings have been threatened to void or otherwise interfere with the transactions contemplated hereunder. NewSight has obtained all consents and approvals necessary to the execution, delivery and performance of this letter and such execution, delivery and performance will not violate the terms of any judgment, order, agreement or undertaking binding on NewSight.

Second: Representations of WRT

By signing below, WRT hereby represents and agrees as follows:

(a) WRT is a corporation duly organized and validly existing under the laws of the State of Minnesota. Execution, delivery and performance of this Agreement has been approved by all corporate action of WRT and this Agreement constitutes the valid, binding and fully enforceable obligation of WRT, subject only to bankruptcy, insolvency or other similar laws affecting the rights of creditors generally.

(b) There are no proceedings pending, (and, to the knowledge of WRT, no proceedings have been threatened) to void or otherwise interfere with the transactions contemplated hereunder. WRT has obtained all consents and approvals necessary to the execution, delivery and performance of this letter and such execution, delivery and performance will not violate the terms of any judgment, order, agreement or undertaking binding on WRT.

Third: Surrender Of Collateral

(a) NewSight hereby surrenders, transfers and turns over to WRT the Collateral in full satisfaction of the Aggregate Indebtedness and WRT hereby accepts the Collateral in full satisfaction of the Aggregate Indebtedness. WRT hereby agrees that except for its obligations under this Agreement, NewSight has no further obligations to WRT.

(b) NewSight hereby represents and agrees that the transfer made hereunder shall represent an absolute transfer and that this letter has not been delivered as additional security for any obligation. NewSight hereby disclaims any further right or interest in the Collateral or the Meijer Network and hereby waives any and all further notices in connection with the Collateral, the Meijer Network or the indebtedness secured by the Collateral, including, without limitation, any notice of any subsequent sale or other disposition of the Collateral and any right to redeem the Collateral. It is the express intention and agreement of the parties that this letter constitute acceptance of the Collateral in full satisfaction of the Aggregate Indebtedness within the meaning of Section 9-620 of Article 9 of the Uniform Commercial Code.

(c) NewSight further agrees to deliver a bill of sale of the Collateral in substantially the form of Exhibit B attached hereto and such other documents as WRT may request in connection with the transactions contemplated herein, whether before or after the date of this letter.

Fourth: Release of CBL Collateral

As additional consideration for the covenants and agreements of NewSight set forth in this letter, WRT hereby releases from the lien granted under the Security Agreement the Released Collateral and agrees that it will promptly file an appropriate amendment to its existing UCC-1 Financing Statements to evidence the release set forth in this paragraph 4.

Fifth: Indemnity

(a) Notwithstanding the release and satisfaction contained herein, NewSight hereby indemnifies and agrees to hold harmless WRT, and all of its parent, subsidiary and affiliate corporations, and all of WRT’s shareholders, agents, officers and directors, from and against any and all claims, damages, losses, liabilities, charges, fines, costs and expenses whatsoever (including attorney’s fees) which WRT may incur or (or which may be claimed against WRT) by reason of or in connection with any claim, demand, action, suit, proceeding (whether civil or criminal, administrative or investigative), controversy or dispute, asserted against or incurred by WRT:

(1) As a result of a breach of any covenant, representation or warranty of NewSight set forth in this letter; and

(2) In connection with any matter commenced or asserted against WRT by any creditor, present or former shareholder or trustee of NewSight to the full extent that any such matter may relate to or arise out of the transfer and surrender transactions referred to in this letter, including, without limitation, any proceeding to avoid the transactions described in this letter or to recover from WRT any consideration or transfer to be made to WRT under this letter, including, without limitation, any proceeding commenced against WRT under Sections 547, 548, 544 or 550 of the Bankruptcy Code of 1978 (as amended).

(b) The terms and conditions of this paragraph 5 shall survive the closing hereunder.

Sixth: Surrender Of Records

NewSight shall deliver to WRT such books, records, documents or other information, together with such additional instruments or documents as WRT may request relating to the Collateral or the transactions contemplated hereunder, it being the intent and agreement of the parties that the transfer herein will constitute a transfer to WRT of all of NewSight’s right, title and interest in and to the Meijer Network (exclusive of any claims and interests that NewSight may have against Meijer or any other third party in respect of such network, including any potential third party purchaser thereof).

Seventh: Meijer Agreement

NewSight and WRT acknowledge and agree that the Digital Signage Agreement by and between WRT and NewSight, effective October 12, 2007 (the "Meijer Agreement") is canceled and that the parties fully release one another from any rights or obligations accrued pursuant to that agreement.

Eighth: Letter Agreement

The letter agreement dated June 4, 2008, by and between the parties and Prentice Capital Management, L.P. ("Prentice"), is terminated and the parties to that letter agreement fully release one another from any rights or obligations accrued pursuant to that agreement; provided, however, that the parties acknowledge and agree that amounts stated in Exhibit A to that agreement were correct for purposes of determining the total amount owing from NewSight to WRT as of the date of such letter, that none of the amounts payable after the date of that agreement have been paid and that all such unpaid amounts are included within the definition of Aggregate Indebtedness.

Ninth: Non-Assumption

Except as expressly provided herein, WRT has not assumed and shall not be liable for any costs, expenses or other obligations of NewSight. The parties acknowledge and agree that WRT is not now and has not been in control of the business and operations of NewSight.

Tenth: Release

(a) NewSight acting on behalf of itself, its officers, directors, employees, independent contractors, agents, insurers, heirs, successors, and assigns, does hereby release, acquit, forever discharge WRT and its affiliates and owners, and each of their respective officers, directors, employees, independent contractors, agents, attorneys, insurers, heirs, successors and assigns, from any and all claims, demands or causes of action of any kind, nature or description whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which NewSight has had, now or has or has made claim to have against any such party for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this letter, whether such claims, demands, and causes of action are matured or unmatured, known or unknown, except that NewSight does not release WRT from performance of its obligations under this letter.

(b) WRT acting on behalf of itself, its officers, directors, employees, independent contractors, agents, insurers, heirs, successors, and assigns, does hereby release, acquit, forever discharge NewSight and its affiliates and owners, and each of their respective officers, directors, employees, independent contractors, agents, attorneys, insurers, heirs, successors and assigns, from any and all claims, demands or causes of action of any kind, nature or description whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which WRT has had, now or has or has made claim to have against any such party for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this letter, whether such claims, demands, and causes of action are matured or unmatured, known or unknown, except that WRT does not release NewSight from payment and performance of the obligations of NewSight set forth in this letter, including, without limitation, the indemnity obligation set forth in paragraph 5 above.

Eleventh: Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota.

Twelfth: Entire Agreement

This Agreement contain the entire agreement between the parties hereto with respect to the transactions contemplated herein, and shall be binding upon the parties hereto an their respective legal representatives, successors, and assigns.

Thirteenth: Counterparts

This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, and all of which shall be construed together as but a single instrument.

Fourteenth: WRT Disclosures

The parties acknowledges that WRT is a publicly traded company with obligations to make filings with the SEC and to keep its shareholders reasonably informed with respect to business developments. Each party agrees that, to the extent required to be disclosed under applicable law, WRT may discuss or disclose developments with respect to compliance with or default of its obligations under this Agreement.

Fifteenth: Miscellaneous

(a) If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provision hereof are severable.

(b) This Agreement shall not be construed more strictly against one party than against the other by virtue of the fact that it may have been drafted or prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

Dated: August 21, 2008

Very truly yours,
WIRELESS RONIN TECHNOLOGIES, INC.

/s/ Jeffrey C. Mack
Jeffrey C. Mack
Chairman of the Board, President and
Chief Executive Officer

The foregoing is hereby
agreed to and accepted:
NEWSIGHT CORPORATION

By: /s/ Robert K. Stewart
Title: Chief Financial Officer

Signature page to Turnover and Surrender
Agreement dated August 21, 2008

EXHIBIT A

(a) All now existing or hereafter acquired video screens, display monitors and media players and all other equipment suitable for digital signage displays previously or hereafter sold, leased or provided to Debtor by WRT, including, without limitation, all such equipment now or hereafter located in the Fashion Square Mall and Asheville Mall or any premises owned or leased by Meijer, Inc. (together with any affiliate or subsidiary entity, “Meijer”), and all related hardware and all software and parts used in connection with the operation of any such video screen display monitors and other related equipment, together with all replacements thereto (collectively, the “Equipment”); and

(b) To the extent not otherwise described in subparagraph (a) above, all hardware and software used or provided in connection with the digital signage network maintained by Debtor and operated on premises owned, leased or operated to Meijer (the “Other Equipment”); and

(c) All cash or non cash proceeds of the sale or other disposition of any of the foregoing, including without limitation insurance proceeds (collectively “Proceeds”).

The parties acknowledge and agree that the Collateral does not include any of the “Excluded Collateral.”

EXHIBIT B

BILL OF SALE

NewSight Corporation (“NewSight”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns, transfers, conveys and delivers to Wireless Ronin Technologies, Inc. (“WRT”), its successors and assigns, the Collateral as defined in the Turnover and Surrender Agreement executed between NewSight and WRT as of even date herewith (the “Turnover and Surrender Agreement”), except that the transfer herein does not include (a) any Excluded Collateral, as defined in the Turnover and Surrender Agreement, or (b) the equipment otherwise constituting Collateral that is presently installed at the facilities operated by CBL Associates at the Ashville Mall in Ashville, North Carolina, and the Fashion Mall in Saginaw, Michigan.

Except as provided in the Turnover and Surrender Agreement, WRT is accepting the Collateral “as is” and “where is,” and NewSight disclaims all representations, warranties and undertakings regarding the Collateral, including, without limitation, representations or warranties regarding their condition, implied representations or warranties of merchantability, representations or warranties of their fitness for a particular purpose, representations or warranties regarding the operation of a business using the Collateral, or representations and warranties regarding title to the Collateral (except as expressly provided in the Turnover and Surrender Agreement).

NewSight shall execute and deliver such further instruments of sale, conveyance, transfer and assignment and take such other actions reasonably requested by WRT in order to more effectively grant, bargain, sell, assign, transfer, convey and deliver to WRT, or a subsequent purchaser or assignee, all rights, title and interest to the Collateral in accordance with this Bill of Sale.

IN WITNESS WHEREOF, NewSight has executed this Bill of Sale this ___day of August, 2008.

NEWSIGHT CORPORATION

By:____________________
Its:____________________

EXHIBIT 10.5

CONSENT AGREEMENT

Wireless Ronin Technologies, Inc.
Baker Technology Plaza
5929 Baker Road, Suite 475
Minnetonka, MN 55345

Ladies and Gentlemen:

Please refer to the Subordination Agreement (the "Subordination Agreement") executed between us as of October 11, 2007. Terms not otherwise defined in this letter shall be defined in accordance with the Subordination Agreement. As used herein:

a) The term "Collateral" shall mean the Collateral described and defined on Exhibit A attached hereto, it being expressly understood and agreed that the Collateral does not include any of the Excluded Collateral (as to which Ronin has no right, title or interest) or the Released Collateral (as defined in the Turnover and Surrender Agreement, as defined below);

b) "Excluded Collateral" shall mean (i) any of NewSight Corporation's ("NewSight") (or any of its subsidiaries') intellectual property, including but not limited to, inventions, patents, patent applications, copyrights, technology (including the autostereoscopic 3D technology), trademarks, service marks, trade dress and know-how, (ii) any assets of NewSight (or any of its subsidiaries) not constituting Collateral and (iii) any proceeds arising from (i) or (ii) of this paragraph (b); and

c) The term "Meijer Network" shall mean the digital monitor and signage display operated with the Collateral at the premises owned or leased by Meijer, Inc. ("Meijer").

Creditor hereby acknowledges receipt of the letter agreement (the "Turnover and Surrender Agreement") executed between Ronin and NewSight as of even date herewith. Creditor hereby consents to the terms and conditions of the Turnover and Surrender Agreement and hereby disclaims any and all interest in the Collateral, except as expressly provided herein, and hereby agrees that it will release the Collateral (but only the Collateral) to the extent described in any financing statement previously filed by the Creditor.

Ronin will provide the Creditor with a draft release incorporating the terms set forth in the foregoing paragraph for approval by the Creditor prior to filing, which approval shall not be unreasonably withheld or delayed so long as the proposed release applies solely to the Collateral and explicitly preserves and retains, and does not in any manner terminate or negatively impair, the existing lien of the Creditor in the Excluded Collateral.

Notwithstanding the foregoing, Ronin agrees that any proceeds received or paid to Ronin or any Related Acquiror (as defined below) from and after the date of this letter in connection with the sale or other disposition of the Collateral or the Meijer Network, including any proceeds received upon the license of the Collateral (or the related Meijer Network) and any advertising income relating to the Collateral or the Meijer Network shall be allocated between the parties as follows:

First: To Ronin in payment or reimbursement of all reasonable out-of-pocket expenses of retaking possession, holding, preparing for sale, selling and the like, and attorneys' fees of outside counsel and out-of-pocket expenses actually incurred by Ronin in connection with the negotiation and preparation of the Turnover and Surrender Agreement and this letter, the enforcement of its rights under the Security Agreement (as defined in the Turnover and Surrender Agreement) or the disposition of any of the Collateral.

Second: To Ronin in payment or reimbursement of all out-of-pocket expenses and other amounts actually incurred by Ronin in connection with any replacements, modifications or enhancements to the Collateral.

Third: To Ronin in payment of the Aggregate Indebtedness (as defined in the Turnover and Surrender Agreement).

Fourth: The next $100,000 of proceeds shall be allocated as follows:

70% to Ronin
30% to Creditor

Fifth: All remaining proceeds shall be allocated as follows:

50% to Ronin
50% to Creditor

In the event that the Collateral or related Meijer Network is sold or contributed by Ronin to a corporation, limited liability company, partnership or other entity (a "Related Acquiror") in complete or partial exchange for cash from, or equity or indebtedness in, the Related Acquiror, then, in such event, the allocation of proceeds contemplated in this letter shall be made on the basis of (1) the cash, if any, received by Ronin in consideration for the contribution, (2) payments made under any promissory note or similar obligation, if any, executed by the Related Acquiror in connection with the contribution and the cash distributions received by Ronin (or any affiliate or subsidiary of Ronin) in respect of the equity interest of Ronin or any such affiliate or subsidiary in the Related Acquiror and (3) payments received by Ronin with respect to any portion of the Collateral or Meijer Network not contributed or sold to such Related Acquiror. In the event that the Collateral or related Meijer Network is sold or contributed by Ronin to an entity in which Ronin or an affiliate of Ronin has a pre-existing equity ownership interest (a "Ronin Affiliated Acquiror"), then, in such event, the proceeds received by Ronin or any affiliate of Ronin, with respect to its pre-existing ownership interest in the Ronin Affiliated Acquiror, from the subsequent sale or license of the Meijer Network shall be also allocated as set forth above.

Ronin and Creditor acknowledge and agree the amounts to be distributed under this letter shall not include any amounts paid or payable to Ronin in payment or reimbursement of Ronin's monthly costs to operate or service the Meijer Network, as calculated at Ronin's historical prevailing rates for such operation and service, all of which amounts will be retained by Ronin for its own account.

Ronin hereby agrees that the Creditor may inspect the Collateral, and the books and records relating to the Collateral or the Meijer Network (exclusive of books and records containing confidential or proprietary information, unless Creditor agrees to execute a confidentiality undertaking reasonably acceptable to Ronin) upon reasonable notice to Ronin as long as such inspection does not interfere with Ronin's use and enjoyment of the Collateral or the operation of Meijer Network. In addition to the foregoing, upon the written request of Creditor, which request may not be made more than six (6) times each calendar year, Ronin will provide the Creditor with such information concerning the Collateral and the Meijer Network as Creditor may reasonably request, including any documents and other information relating to the future sale, disposition or license of the Collateral or the Meijer Network (except that Ronin shall not be required to disclose any information of a confidential or proprietary nature, unless Creditor agrees to execute a confidentiality undertaking reasonably acceptable to Ronin).

The rights and interest granted by Ronin to Creditor under this letter shall expire and become immediately null and void on the third anniversary of this letter, after which date Ronin shall have no further obligation to account for, or to provide Creditor with the benefit of, any proceeds in connection with the Collateral or the Meijer Network, except that any proceeds received by Ronin after the expiration of this letter under any option, purchase agreement, lease or other contract executed prior to expiration of this letter in connection with the Collateral or the related Meijer Network shall be allocated in accordance with the terms set forth above, notwithstanding the expiration of the term of this letter.

Ronin acting on behalf of itself, its officers, directors, shareholders, employees, independent contractors, agents, insurers, heirs, successors, and assigns, does hereby release, acquit, forever discharge Creditor and its affiliates and owners, and each of their respective officers, directors, partners, members, shareholders, employees, independent contractors, agents, attorneys, insurers, heirs, successors and assigns (collectively, the "Creditor Released Parties"), from any and all claims, demands or causes of action of any kind, nature or description whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which Ronin has had, now has or may claim to have against any such Creditor Released Party (i) for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this letter, whether such claims, demands, and causes of action are matured or unmatured, known or unknown, except with respect to the obligations of the Creditor under this letter and (ii) for any action that any Creditor Released Party may take in exercising any of its rights and remedies as a secured creditor with respect to the Excluded Collateral.

Creditor acting on behalf of itself, its officers, directors, partners, employees, independent contractors, agents, insurers, heirs, successors, and assigns, does hereby release, acquit, forever discharge Ronin and its affiliates and owners, and each of their respective officers, directors, partners, members, shareholders, employees, independent contractors, agents, attorneys, insurers, heirs, successors and assigns (collectively, the "Ronin Released Parties"), from any and all claims, demands or causes of action of any kind, nature or description whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which Creditor has had, now has or may claim to have against any such Ronin Released Party (i) for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this letter, whether such claims, demands, and causes of action are matured or unmatured, known or unknown and (ii) for any action which Ronin may take with respect to the Collateral or the Meijer Network, except that the Creditor does not release Ronin from payment and performance of its obligations under this letter.

The parties acknowledge and agree that nothing contained in this letter shall be construed to create any obligation on the part of either party to the other than as expressly set forth herein. Without limiting the generality of the foregoing, Ronin shall not have any obligation to insure or otherwise preserve the Collateral for the benefit of Creditor. The Creditor hereby consents to any actions that may be taken or omitted by Ronin in connection with the Collateral, except as expressly provided in this letter.

Nothing contained in this letter shall be deemed to create a partnership, joint venture or other similar relationship between Ronin and the Creditor. Pending disposition of the Collateral, the Creditor shall not take any action to foreclose upon or otherwise exercise any right or remedy the Creditor may have in respect of the Collateral.

In the event that the parties are unable to resolve a dispute concerning the meaning or performance of this letter, then, in such event, either party may submit the dispute to binding arbitration, it being understood and agreed that arbitration shall be the sole and exclusive method for resolution of any such dispute. Arbitration shall be conducted at the city of the respondent's principal place of business in accordance with the rules and procedures of the American Arbitration Act and applicable rules of arbitration provided concerning the expedited commercial arbitration, which rules and procedures shall apply in the event of a conflict between the terms of this paragraph and such rules. Arbitration shall be conducted by a single arbitrator whose only authority is to conduct the arbitration pursuant to this letter and to render as his or her award (or final determination) the proposed resolution of the dispute submitted by one or the other of the parties, without compromise or modification and an award to the prevailing party of its costs of the arbitration, including its reasonable attorneys' fees.

This letter shall inure to the benefit of Ronin and the Creditor and their successors and assigns. This letter is not a third party beneficiary contract and is not intended to confer any right or benefit on any party other than Ronin and the Creditor and their successors and assigns. Except as expressly provided herein, all terms and conditions of the Subordination Agreement shall remain unchanged.

If the foregoing accurately reflects our understanding, please execute this letter in the space provided below.

Dated: August ___, 2008

PRENTICE CAPITAL MANAGEMENT, LP

By: /s/ Matthew Hoffman

Title: General Counsel

Printed Name: Matthew Hoffman

Date: August 21, 2008

Address for notices: 623 Fifth Ave, 32nd Fl, New York, NY 10022

WIRELESS RONIN TECHNOLOGIES, INC.

By: /s/ Jeffrey C. Mack

Title: CEO, President and Chairman

Printed Name: Jeffrey C. Mack

Date: August 21, 2008

Accepted this 21st day of August, 2008

NEWSIGHT CORPORATION

By: /s/ Robert K. Stewart

Title: Chief Financial Officer

Signature page to Consent Agreement dated
August 21, 2008

EXHIBIT A

(d) All now existing or hereafter acquired video screens, display monitors and media players and all other equipment suitable for digital signage displays previously or hereafter sold, leased or provided to Debtor by Wireless Ronin Technologies, Inc., including, without limitation, all such equipment now or hereafter located in the Fashion Square Mall and Asheville Mall or any premises owned or leased by Meijer, Inc. (together with any affiliate or subsidiary entity, "Meijer"), and all related hardware and all software and parts used in connection with the operation of any such video screen display monitors and other related equipment, together with all replacements thereto (collectively, the "Equipment"); and

(e) To the extent not otherwise described in subparagraph (a) above, all hardware and software used or provided in connection with the digital signage network maintained by Debtor and operated on premises owned, leased or operated to Meijer (the "Other Equipment"); and

(f) All cash or non cash proceeds of the sale or other disposition of any of the foregoing, including without limitation insurance proceeds (collectively "Proceeds").

The parties acknowledge and agree that the Collateral does not include any of the Excluded Collateral, as defined in the Subordination Agreement, as to which Ronin has no right, title or interest.

EXHIBIT 10.6

INTERIM OPERATING AGREEMENT

AGREEMENT

This Agreement (this “Agreement”), dated August 21, 2008, is by and among ABC National Television Sales, Inc. (“ABC”), Met/Hodder, Inc. (“MH”) and Wireless Ronin Technologies (“WR”).

WHEREAS, ABC had an agreement with NewSight Corporation (“NewSight”) dated August 18, 2006 (“ABC/NewSight Agreement”), pursuant to which ABC provided programming (“ABC Content”) and sales representation services to a network (the “ABC In-Store Network” or “Network”) of in-store television monitors placed in grocery/retail stores owned and operated by Meijer, Inc. (the “Meijer Stores”) pursuant to the agreement between NewSight and Meijer, Inc. (“Meijer”) dated as of November 23, 2005 (the “License Agreement”); and

WHEREAS, MH provided certain production services to ABC in connection with the licensing of the ABC Content for the ABC In-Store Network; and

WHEREAS, WR provided the software and hardware to operate the ABC In-Store Network; and

WHEREAS, Meijer terminated the License Agreement as of July l, 2008 and ABC terminated the ABC/NewSight Agreement effective the same day; and

WHEREAS, Meijer has requested that ABC, MH and WR continue to operate the ABC In-Store Network for an interim period on the same terms as conditions.

NOW, THEREFORE, for good and valuable consideration the parties hereby agree as follows:

1. Term

The term of this Agreement shall commence as of July 1, 2008 and expire October 31, 2008 unless otherwise renewed by the parties (“Term”).

2. The ABC In-Store Network

The parties shall have the following responsibilities, at their own cost, in connection with the ABC In-Store Network:

(a) WR Responsibilities

(i) WR shall operate the plasma and LCD monitors (the “Monitors”) in each of the Meijer Stores which participate in the ABC In-Store Network. The Monitors will be grouped into three separate channels (“Channels”) as they have been since the inception of the Network.

(ii) WR shall be responsible for the ongoing operation and maintenance of the infrastructure that transmits the “Monitor Content” (as defined below) to the Monitors, the assembly and transmission of the programming loops (“Loops”), the uninterrupted operation, maintenance and upkeep of the Monitors and Network, and the establishment and maintenance of relationships with Meijer and the Meijer Stores.

(iii) MH shall deliver to ABC, through a secured website, a copy of all content edited and intended to be exhibited on the Channels, at least five (5) days prior to their transmission on the Network. ABC shall inform WR or MH of any changes ABC requires to be made to such content within twenty-four (24) hours of ABC's receipt of such content. It is understood and agreed that ABC retains the right to prevent any content from being transmitted on the ABC In-Store Network if, in ABC's sole discretion, such content does not comply with ABC's Broadcast Standards and Practices or would reflect negatively on ABC.

(iv) WR shall provide ABC with an "as run" log for proof of performance regarding advertisements distributed over the Network.

(b) MH Responsibilities

(i) MH shall be responsible for providing programming content for the Monitors. ABC shall no longer provide any new ABC Content for the Network and MH shall repurpose ABC Content that was previously provided. MH shall ensure that all programming content on the Network, i.e., the MH Content, recycled ABC Content, content provided by Meijer and advertising sold by ABC (collectively, "Monitor Content") shall appear in the same format, i.e., Loops, and with the same allocations (i.e., percentage of content provided by Meijer, percentage of content provided by MH, and percentage of advertising sold by ABC), as previously provided on the Network. MH shall update the Monitor content as required by the Network format.

(ii) MH shall also be responsible for managing the content playlists.

(iii) All Monitor Content shall comply with ABC's Broadcast Standards and Practices and Meijer's rules and standards. Upon receipt of a written notice from ABC requesting removal of any Monitor Content, MH and WR shall promptly remove such Monitor Content, but in no event more than twelve (12) hours after receiving ABC's request. ABC shall, if requested, provide replacement content to backfill the time left open.

(iv) MH agrees that all Monitor Content for distribution on the ABC In-Store Network shall be pre-approved by ABC before transmission on the Network. ABC shall have the right, in its sole discretion, to prevent certain content from distribution on the Network if such content violates ABC's Broadcast Standards or Practices or reflects negatively on ABC. MH shall not include any content on the Monitors that is produced or distributed by a competitor of ABC. The parties agree that the programming and entertainment content provided by MH on the Network shall be similar to the substance, format and editorial focus of the content provided by ABC since the inception of the Network.

(v) WR shall provide ABC with a monthly report indicating proof of performance regarding advertisements distributed over the Network, such report shall be provided not later than 15 days after the last day of the previous month.

(vi) Except as otherwise set forth herein, neither MH nor WR shall use the name "ABC In-Store Network" or "ABC" or the name of any ABC affiliated company in any way without ABC's prior written approval in each instance.

(c) ABC Responsibilities

(i) ABC shall be the exclusive sales representative to solicit advertising sales for the Network. The percentage and display of advertising on the Network shall be the same as since the inception of the Network. ABC shall perform all services customarily associated with such function including invoicing advertisers, collecting payments for all advertising solicited and providing a monthly sales activity report.

(ii) ABC shall be responsible for making the payments as set forth in Section 3.

3. Revenues

(a) ABC currently projects that the "Net Revenues" (as defined herein) from the sale of advertising on the Network during the Term shall be approximately $124,500. As used herein, "Net Revenues" means the gross revenues received by ABC (and not required to be returned) from ABC's solicitation of advertising on the Network, less any agency commissions.

(b) Net Revenues shall be allocated among the parties as follows:

(i) WR shall receive $51,000, payable at the rate of $17,000 per month. Such payment shall commence within thirty (30) days after ABC has collected advertising receipts;

(ii) MH shall receive $51,000, payable at the rate of $17,000 per month. Such payment shall commence within thirty (30) days after ABC has collected advertising receipts; and

(iii) ABC shall retain $22,500.

(c) The parties acknowledge and agree that if actual Net Revenues are lower than projected, each party's allocation shall be reduced on a pro-rata basis. If actual Net Revenues exceed projections, any excess funds shall be used to pay for the production of new ABC Content.

4. Termination

Either party may terminate this Agreement (i) at any time in the event of a material breach by the other party which remains uncured after ten (10) days prior written notice specifying the nature of the breach thereof, or (ii) immediately following written notice to the other party if the other party (a) ceases to do business in the normal course, (b) becomes or is declared insolvent or bankrupt, (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days, or (d) makes an assignment for the benefit of creditors. This Agreement shall automatically terminate effective the same day as the termination by Meijer of its consent or request for the parties to operate the Network.

5. Representations and Warranties

Each party represents and warrants to the others that: (i) it has the right and will continue to have the right, power and authority to enter into and fully perform this Agreement; (ii) it has not and will not during the Term enter into an agreement which in any way limits or restricts the full performance of any of its obligations hereunder, (iii) the materials and services provided by it hereunder, and the use thereof by the other parties pursuant to the terms of this Agreement, will not infringe upon or violate the rights of any third party. WR further represents and warrants that it owns, controls or licenses the right, title and interest in or to the ABC In-Store Network and that the operation of the Network shall not infringe or misappropriate any intellectual property rights including, without limitation, rights associated with patent, copyrights, trade secrets, computer software programs, trademarks, service marks, or rights of publicity (collectively, "Intellectual Property Rights") of any other person or entity. MH further represents and warrants that it has obtained all rights necessary for the distribution on the Network of content produced or provided by MH and that the distribution of such content on the Network shall not violate any rights, including without limitation, any Intellectual Property Rights of any person or entity.

6. Indemnification/Insurance

(a) Each of the parties shall defend, indemnify, and hold harmless the others and such other party's respective parent, affiliated and subsidiary companies, and its or their officers, directors, employees, and agents of each from and against any and all liability, loss, claims, demands, damages, suits, costs, fees, and expenses (including reasonable attorneys' fees) brought by any third party (collectively, "Claims") arising out of or resulting from the indemnitor's breach of any representation or warranty contained herein or the services or responsibilities of such party under this Agreement.

(b) MH and WR shall each maintain, at their sole expense, the following insurance coverage during the Term:

(a) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of $1,000,000; and

(b) Employers' Liability coverage with limits of One Million Dollars ($1,000,000); and

(c) Commercial General Liability, to include contractual liability, and products/completed operations coverage and cross liability in an amount not less than Two Million Dollars ($2,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy.

(d) MH shall also maintain Professional Liability Insurance with a minimum limit of $1,000,000 per claim, protecting it and ABC and WR from errors and omissions in connection with the performance of MH's services hereunder.

(e) Evidence of all insurance required shall be promptly sent to ABC. Insurance policies shall afford primary coverage and coverages afforded shall not be modified or canceled until at least thirty (30) days' prior written notice has been given to ABC. All insurance shall be with companies and on forms acceptable to ABC and shall be primary and not contributory with regard to any other insurance available to ABC. All insurance shall include ABC, its parent and any subsidiaries of each as additional insureds and contain a waiver of subrogation. The additional insured requirement does not apply to Workers Compensation, Employer's Liability and Professional Liability. The waiver of subrogation applies to all coverages. The minimum limits of the insurance required herein shall not diminish any party's indemnification obligations.

7. Limitation of Liability

Except for each party's indemnification obligations as set forth in Section 6, or a party's gross negligence or willful misconduct, no party shall have any liability to any other party or to anyone claiming under such party for any special, punitive, indirect, incidental or consequential damages arising from this Agreement, regardless of the legal theory or premise upon which such damages are sought, even if the party claiming such damages advised the other party of the possibility of such damages. Further, either party's liability to the other for direct damages will not exceed the aggregate sum of $51,000.

8. Notice

(a) Notice to the parties shall be given as follows:

To ABC:	With a copy to:
77 West 66th Street	ABC, Inc.
New York, New York 10023	77 West 66th Street
Attn: John Watkins, President	New York, New York 10023
	Attn: Senior Vice President,
	Legal and Business Affairs
	Broadcasting

To MH:	To: WR
1201 Harmon Place	Baker Technology Plaza North
3rd Floor	5929 Baker Road, Suite 475
Minneapolis, MN 55403	Minneapolis, MN 55345
Att: Kent Hodder, President	Att: Steve Goertz, Regional Vice President, Eastern US

(b) Any notice under this Agreement shall be in writing and shall be deemed effective the same day if delivered in person or by facsimile with a copy by first class mail, the next day if delivered by standard overnight courier or three days after mailing by first class mail.

9. Assignment

Neither party may assign this Agreement without the prior written consent of the others, except that ABC may assign this Agreement and all of its rights and obligations hereunder to any party acquiring all or any portion of its television business, assets or stock, or to any entity controlling ABC, controlled by ABC or under common control with ABC.

10. Confidentiality

The terms and conditions of this Agreement are confidential and shall not be disclosed to any third party without the prior written consent of the other parties. In addition, the parties shall not disclose any "Confidential Information" of any other party. As used herein Confidential Information shall mean all information, documents and know-how, provided by either party to the others, in whatever form, relating to such party's business, including without limitation, financial information, customer information, and sales information. This confidentiality provision shall survive for one (1) year beyond the expiration of this Agreement. Confidential Information does not include any information that (a) is or becomes publicly available without breach of this Agreement; (b) can be shown to have been known to the receiving party at the time of its receipt from the disclosing party; (c) is received from a third party who, to the knowledge of the receiving party, did not disclose such information in breach of a confidentiality obligation; or (d) can be shown to have been independently developed by the receiving party without reference to any Confidential Information. During the Term of this Agreement, the receiving party will not disclose Confidential Information to any third party except as may be required by law, or to the receiving party's financial or legal representatives.

11. Choice of Law and Forum

This Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. The sole and exclusive jurisdiction for any litigation which may arise regarding this Agreement hereunder shall be an appropriate federal or state court located in the City of New York, New York.

12. Miscellaneous

(a) Neither party shall use any other party's trademarks or copyrights in news releases, promotional materials, advertisements, or other displays or materials without such party's prior written approval. Any violation of this paragraph of the Agreement shall be deemed to be a material breach of this Agreement.

(b) Neither party shall be liable to the other for any delay or failure to perform any of the services set forth in this Agreement due to cause(s) beyond its reasonable control.

(c) Nothing in this Agreement shall cause the parties to be partners, joint venturers or agents of the other and no party shall have the power to bind the others.

(d) The waiver or failure of any party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. The headings in this Agreement are for the purpose of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

(e) In the event that any one or more of the provisions of this Agreement should for any reason be held to be invalid or nonenforceable, the remaining provisions of the Agreement shall remain enforceable.

(f) No modification or amendment of this Agreement shall be binding upon any party unless such modification is in writing and signed by all parties hereto. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements among them.

Accepted and Agreed to:

WIRELESS RONIN TECHNOLOGIES

By: /s/ Jeffrey C. Mack

Title: CEO/President

Date: 8/19/08

Accepted and Agreed to:

ABC, NATIONAL TELEVISION SALES, INC.

By: /s/ John Watkins

Title: President

Date: 8/30/08

MET/HODDER INC.

By: /s/ Nancy Bordson

Title: VP/COO

Date: 8/20/08

EXHIBIT 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Stephen F. Birke, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2008, of Wireless Ronin Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

a) Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 10, 2008

By: /s/ Stephen F. Birke
Stephen F. Birke
Interim Chief Executive Officer

EXHIBIT 31.2

CHIEF FINANCIAL OFFICER CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Brian S. Anderson, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2008, of Wireless Ronin Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

a) Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 10, 2008

By: /s/ Brian S. Anderson
Brian S. Anderson
Vice President, Interim Chief Financial Officer and Controller

EXHIBIT 32.1

CHIEF EXECUTIVE OFFICER CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Wireless Ronin Technologies, Inc. (the “Company”) on Form 10-Q for the quarterly period ended September 30, 2008, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Stephen F. Birke, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: November 10, 2008

By: /s/ Stephen F. Birke
Stephen F. Birke
Interim Chief Executive Officer

EXHIBIT 32.2

CHIEF FINANCIAL OFFICER CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Wireless Ronin Technologies, Inc. (the "Company") on Form 10-Q for the quarterly period ended September 30, 2008, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian S. Anderson, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: November 10, 2008

By: /s/ Brian S. Anderson
Brian S. Anderson
Vice President, Interim Chief Financial Officer and Controller